



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION**

Complete this cover form and the **Non-Competitive Procurement Application Worksheet** in detail. Refer to the page entitled **"Instructions for Non-Competitive Procurement Application"** for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

Department	Originator Name	Telephone	Date	Signature of Application Author
Aviation	James Weier	773-686-3731	11/29/17	
Contract Liaison	Email Contract Liaison	Telephone		
Aurelio Garcia	aurelio.garcia@cityofchicago.org	773-462-7314		

List Name of NCRB Attendees/Department
James Weier, Aviation Kieran Sheridan, Aviation

Request NCRB review be conducted for the product(s) and/or service(s) described herein.

Company: J.E. Manzi & Associates		
Contact Person: Joseph E. Manzi	Phone: 847-699-5800	Email: joe@jemanzi.com

Project Description: Non-Competitive Bid Contract for Environmental Review Support for Design and Construction Expert Consulting Services with respect to the Automated Transit System Extension and Modernization Project at Chicago - O'Hare International Airport

<p>This is a request for:</p> <p><input checked="" type="checkbox"/> New Contract</p> <p>Contract Type</p> <p><input checked="" type="checkbox"/> Blanket Agreement Term: <u>24</u> (# of mo)</p> <p><input type="checkbox"/> Standard Agreement</p>	<p><input type="checkbox"/> Amendment / Modification</p> <p>Type of Modification</p> <p><input type="checkbox"/> Time Extension <input type="checkbox"/> Vendor Limit Increase <input type="checkbox"/> Scope Change</p> <p>Contract Number: _____</p> <p>Specification Number: _____</p> <p>Modification Number: _____</p>
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Department Request Approval	Recommended Approval
 DEPARTMENT HEAD OR DESIGNEE PRINT NAME: Reshma Soni DATE: 11/29/17	 BOARD CHAIRPERSON PRINT NAME: Rich Butler DATE: 3-21-18

(FOR NCRB USE ONLY)	
Recommend Approval/Date: _____	
Return to Department/Date: _____	
Rejected/Date: _____	

Handwritten: 3/20/18

Approved Rejected

CHIEF PROCUREMENT OFFICER DATE



DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.

The Chicago Department of Aviation (CDA/Department) is currently engaged in completing the Extension and Modernization of the Airport Transit System (ATS) which includes a new station and service to the new Joint Use Consolidated Rent-a-Car/Parking Facility (Facility). After an open solicitation process, for which Parsons Construction Group (PCG) was the sole respondent, the City awarded a \$310M design-build contract to PCG, as part of a DBOM (Design-Build Operate and Maintain) solicitation; which includes the installation of systems and equipment for the modernized system. Over the last two years, the CDA with assistance with the Program Management Office for the OMP (OMP PMO) has been coordinating with PCG to advance the design and construction of the ATS upgrade/ATS extension project (ATS Extension Project); however, the completion of the ATS extension is projected to be completed over a year past its original target completion. The Department requires supplemental and independent services of a project management professional to assist the CDA and PMO in efforts to minimize further impact to the project's budget and schedule. For reasons that are set forth in more detail below, J.E. Manzi & Associates (Manzi) is uniquely qualified to provide such services.

This is a one-time request with respect to the ATS Extension Project. As will be discussed below, Manzi has provided similar services to the City on several occasions, and his expertise may be required on other projects (to be procured separately). Given the nature of the required services, and Manzi's unique qualifications, future competitive bidding is unlikely.

2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.

This is a first time requirement for these specific services, however, Joseph Manzi has been retained in the past by the City of Chicago for other similar projects pursuant to engagements with the Department of Law and non-competitively procured contracts with NCRB approval.

3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted.)

No attempts were made to competitively bid this requirement because no other known entity has Manzi's proven results and expertise in this area. The CDA, to the best of its ability, identified other large construction projects that were faced with similar issues. In each instance, to the extent that an expert was retained to bring the project to successful and on schedule completion, that expert was Joseph E. Manzi. This request is being made based upon Joseph Manzi's unique expertise and qualifications as well as specific knowledge regarding the subject matter of the requested contract. Joseph E. Manzi is uniquely qualified for the performance of the requisite services due to his nearly 45 years of knowledge and experience as a professional engineer, and his long history of assisting the City of Chicago with bringing difficult, complex, and troubled construction projects to satisfactory completion. Specifically, Manzi provided services substantially similar to those required by the Department on the construction of the Harold Washington Library Center, the Cook County Jail Division X, Millennium Park, the reconstruction of Wacker Drive, the construction of the new Soldier Field, CDA's F.A.C.E. Project for Terminals 2 and 3 of O'Hare International Airport, and oversight of the CTA Red Line Dan Ryan Renewal Project. In each instance, Manzi was asked to apply his knowledge and experience on behalf of the City in order to substantially reduce or eliminate negative impacts to the project schedule and/or budget, and in each instance, Manzi was successful.

In addition, Manzi is currently engaged by the City of Chicago Department of Law as an expert consultant for the purpose of applying its experience and expertise toward review of the ATS Extension Project to determine what time



DEPARTMENT OF PROCUREMENT SERVICES
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JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET

provides these services.

5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

The hourly rates proposed by Manzi are on par with rates the CDA has paid consultants and engineers working on similar types of projects in the past. The estimated overall cost is deemed reasonable in that PCG originally requested compensation for additional costs in the range of \$18 million due to project delays. As noted, PGC has submitted a project schedule which shows project completion over a year past the contractual date. Manzi's track record is such that it is anticipated that the services provided by Manzi could very well be offset by avoidance of additional project costs.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.

The services identified in the attached Scope of Services should be completed as soon as possible in order to bring the ATS Extension Project to a successful completion with minimal delays.

2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.

N/A.

3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.

PGC has submitted a project schedule which shows project completion over a year past the contractual date. Manzi's track record is such that it is anticipated that the services requested herein could have a significant impact on the delivery schedule which would in turn reduce costs.

Given the delays and budget impacts stated above, it is imperative that Manzi be engaged at the earliest possible time. The time frame for the completion of the services will be dictated by the requirements of the project.

4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

N/A. This is not a candidate for a competitive bid. Manzi is the only known vendor that can perform these services.

EXCLUSIVE OR UNIQUE CAPABILITY

This request is being made based upon Joseph Manzi's unique expertise and qualifications as well as specific knowledge regarding the subject matter of the requested contract. Joseph E. Manzi is uniquely qualified for the performance of the requisite services due to his nearly 45 years of knowledge and experience as a professional engineer, and his long history of assisting the City of Chicago with bringing difficult, complex, and troubled construction projects to satisfactory completion. Specifically, Manzi provided services substantially similar to those required by the Department on the construction of the Harold Washington Library Center, the Cook County Jail Division X, Millennium Park, the reconstruction of Wacker Drive, the construction of the new Soldier Field, CDA's F.A.C.E. Project for Terminals 2 and 3 of O'Hare International Airport, and oversight of the CTA Red Line Dan Ryan Renewal Project. In each instance, Manzi was asked to apply his knowledge and experience on behalf of the City in order to substantially reduce or eliminate negative impacts to the project schedule and/or budget, and in each instance, Manzi was successful.

In addition, Manzi is currently engaged by the City of Chicago Department of Law as an expert consultant for the purpose of applying its experience and expertise toward review of the ATS Extension Project to determine what time extension is owed to the contractor, if any. As a part of its engagement with the City through the Law Department,



**DEPARTMENT OF PROCUREMENT SERVICES
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JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

extension is owed to the contractor, if any. As a part of its engagement with the City through the Law Department, Manzi is reviewing the ATS extension design –build contract schedule requirements, bid assumptions, availability dates provided during the course of the work, actual work performance schedule submittals and updates and related items. As a result of Manzi’s current engagement related to the subject matter of the new non-competitive bid contract requested herein, Manzi has specialized knowledge of the ATS Extension Project that he will be able to draw upon to assist the CDA in bringing this important and complex project to successful completion.

4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.

Because Manzi is currently engaged by the City’s Law Department to perform services related to this project, hiring another construction/project management consulting firm would require the other firm to duplicate services for which the City is already paying Manzi to complete.

5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?

This is a one-time only request. The CDA does not intend to engage J.E. Manzi & Associates beyond the (2) two-year time frame requested as the services required are specifically for the purpose of bringing the ATS Extension Project to successful completion as quickly as possible.

6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

N/A. Please see item 5 above.

ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?

The CDA is requesting a maximum contract limit of \$750,000.00 for these services over a (2) two-year period. This is based upon an estimated 2000 hours of work for Joseph Manzi, Principal, and approximately 1025 hours for services performed by any other Manzi associates at the hourly rates provided for in Manzi’s attached letter (\$275 per hour for Joseph Manzi, Principal, and \$195 per hour for Manzi engineering associate(s)). The CDA believes that Manzi’s hourly rates are reasonable for the services requested and that engaging Manzi to bring this project to completion in a timely manner will provide significant cost savings to the CDA, as further project delays are likely to cost millions in terms of impact to project budget as well as shuttle bus services to perform airport transit services prior to completion of the ATS Extension Project. This contract will be funded using airport funds.

2. What is the estimated cost by fiscal year?

CDA estimates that the bulk of the work will be completed in FY2018, approximately \$550K of the max contract limit with the remaining 200K allocated or work in FY2019.

3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimates, etc.)

Please see item 1 above.

4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.

To date, the CDA has invested a tremendous amount of money in the ATS Extension Project. Delays in completing the project will not only cost even more money but they will significantly impact operations and O’Hare and connectivity between the ATS and the currently under-construction Multi-Modal Facility (MMF). Such delays would require the CDA to obtain additional shuttle bus services in order to transport passengers to the Terminals and remote parking lots for an extended period of time. In addition, the City has engaged Manzi through the Department of Law to review documents related to this project. To have another consultant re-review those documents would be duplicative and as a result, would cost the City additional time and money that will not have to be spent if Manzi is engaged to



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Manzi is reviewing the ATS extension design –build contract schedule requirements, bid assumptions, availability dates provided during the course of the work, actual work performance schedule submittals and updates and related items. As a result of Manzi's current engagement related to the subject matter of the new non-competitive bid contract requested herein, Manzi has specialized knowledge of the ATS Extension Project that he will be able to draw upon to assist the CDA in bringing this important and complex project to successful completion.

OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form".

N/A.



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
INSTRUCTIONS FOR NON-COMPETITIVE PROCUREMENT APPLICATION**

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).
4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?
2. What is the estimated cost by fiscal year?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and Temporary Consulting Services Form.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

MBE/WBE COMPLIANCE PLAN

* All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form".

REVIEW AND APPROVAL

This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.



CHICAGO DEPARTMENT OF AVIATION
CITY OF CHICAGO

To: Jamie L. Rhee
Chief Procurement Officer

Attention: Richard E. Butler, III
First Deputy Procurement Officer

From: Ginger S. Evans *rs 11/9/17*
Ginger S. Evans
Commissioner

SUBJECT: Request for new Non-Competitive Bid Contract with J.E. Manzi & Associates for Design and Construction Expert Consulting Services with respect to the Automated Transit System Extension and Modernization Project at Chicago - O'Hare International Airport ATS Extension Project at O'Hare International Airport

We are requesting that the City enter into a new non-competitive bid contract with J.E. Manzi & Associates provide certain services, as described in the attached Scope of Services, in accordance with applicable professional standards, on behalf of the Chicago Department of Aviation (CDA). The CDA is currently engaged in completing the Extension and Modernization of the Airport Transit System (ATS) which includes a new station and service to the new Joint Use Consolidated Rent-a-Car/Parking Facility (Facility). After an open solicitation process, for which Parsons Construction Group (PCG) was the sole respondent, the City awarded a \$310M design-build contract to PCG, as part of a DBOM (Design Build Operate and Maintain) solicitation; which includes the installation of systems and equipment for the modernized system. Over the last two years, the CDA with assistance with the Program Management Office for the O'Hare Modernization Program (OMP PMO) has been coordinating with PCG to advance the design and construction of the ATS upgrade (ATS Extension Project). However, the completion of the ATS extension is projected to be completed over a year past its original target completion. The CDA requires supplemental and independent services of a project management professional to assist the CDA and PMO in efforts to minimize further impact to the project's budget and schedule. For reasons that are set forth in more detail below, J.E. Manzi & Associates (Manzi) is uniquely qualified to provide such services.

REQ # 194044

Manzi is uniquely qualified for the performance of the requisite services due to Mr. Joseph Manzi's 45 years of knowledge and experience as a professional engineer (for details, see the attached resume), and his long history of assisting the City of Chicago with bringing difficult, complex, and troubled construction projects to satisfactory completion. Specifically, Manzi provided services substantially similar to those required by the Department on the construction of the Harold Washington Library Center, the Cook County Jail Division X, Millennium Park, the reconstruction of Wacker Drive, the construction of the new Soldier Field, CDA's Façade and Circulation (FACE) Project for Terminals 2 and 3 at O'Hare, and oversight of the CTA Red Line Dan Ryan Renewal Project. In each instance, Mr. Manzi was asked to apply his knowledge and experience on behalf of the City in order to substantially reduce or eliminate negative impacts to the project schedule and/or budget, and in each instance, Manzi was successful.

Joseph Manzi is unquestionably the predominant project manager for large, complex municipal construction projects in this region. He is known by all of the major municipal contractors in the Chicago area. More importantly, he is respected by those same contractors for his competence and integrity. Because of that respect, Mr. Manzi has proven himself to be uniquely capable of drawing all of the participants in a project together, focusing their attention on their mutual goals rather than their differences, and bringing projects to a successful conclusion. No one is better equipped to right the course of the ATS Extension Project than Joseph Manzi.

In addition, Manzi has been engaged by the City of Chicago's Department of Law as an expert consultant for the purpose of applying its experience and expertise toward review of the ATS extension project to determine what time extension is owed to the contractor, if any. As a part of its engagement with the City through the Law Department, Manzi is reviewing the ATS Extension Project design-build contract schedule requirements, bid assumptions, availability dates provided during the course of the work, actual work performance schedule submittals and updates and related items. As a result of Manzi's current engagement related to the subject matter of the new non-competitive bid contract requested herein, Manzi has specialized knowledge of the ATS Extension Project that he will be able to draw upon to assist the CDA in bringing this important and complex project to successful completion.

The CDA is requesting a maximum contract limit of \$750,000.00 for these services over a 2-year period. This is based upon an estimated 2000 hours of work for Joseph Manzi, Principal and approximately 1025 hours for services performed by any other Manzi associates at the hourly rates provided for in Manzi's attached letter (\$275 per hour for Joseph Manzi, Principal, and \$195 per hour for Manzi engineering associates). The CDA believes that Manzi's hourly rates are below market, and therefore reasonable for the services requested and that engaging Manzi to bring this project to completion in a timely manner will provide significant cost savings to the CDA, as further project delays are likely to cost millions in terms of impact to project

budget as well as shuttle bus services to perform airport transit services prior to completion of the ATS Extension Project.

The CDA has attached the following items in support of this request:

- Completed DPS checklist;
- Justification for Non-Competitive Procurement Form;
- Scope of Services;
- CDA employees attending NCRB meeting;
- CDA's no stated goals request memorandum;
- Letter from J.E. Manzi & Associates detailing the reasons why it is the exclusive provider of these services;
- Letter from Joseph E. Manzi requesting no stated goals.
- Manzi hourly rates;
- Insurance Certificate from J.E. Manzi & Associates;
- EDS from J.E. Manzi & Associates; and
- Curriculum vitae of Joseph E. Manzi

If you have any questions or need additional information regarding this request please contact Michelle Yokoyama at (773) 894-3046.

Thank you for your assistance in this matter.

Duration: 2 year new contract.

Estimated Total Cost: \$750,000.00

Funding: ORD: 30336 0740 085 4005 0140 0140

Project Checklist

Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

Date: 11/8/2017	
Department Name: Aviation	
Requisition No: 194044	Specification No: 592610
PO No:	Modification No:
Contract Liaison: Michelle Yokoyama	
Telephone: 773 894-3046	
Email:	
Project / Program Manager: Kieran Sheridan	
Telephone: 773 894-1823	
Email:	

For blanket agreements, original or lead department must consult with other potential departments who may want to participate on the blanket agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source. Note: 1) **Funding:** Attach information if multiple funding lines; 2) **Individual Contract Services:** Include approval form signed by Department Head and OBM; 3) **ITGB:** IT project valued at \$100,000.00 or more, attach approval transmittal sheet.

**By signing this form, I attest that all information provided is true and accurate.*

*Contract Liaison Signature



Check One:
 New Contract Request

**By signing below, I attest the estimates provided for this contract are true and accurate.*

Project Title: Design and Construction Expert Consulting Services with respect to the Automated Transit System (ATS) Extension and Modernization Project at Chicago - O'Hare International Airport ATS Extension Project at O'Hare International Airport									
Project Description: Design and Construction Expert Consulting Services with respect to the Automated Transit System (ATS) Extension and Modernization Project at Chicago - O'Hare International Airport ATS Extension Project at O'Hare International Airport									
Funding:									
<input type="checkbox"/> Corporate		<input type="checkbox"/> Bond		<input checked="" type="checkbox"/> Enterprise		<input type="checkbox"/> Grant		<input type="checkbox"/> Other:	
<input type="checkbox"/> IDOT/Transit		<input type="checkbox"/> IDOT/Highway		<input type="checkbox"/> FHWA		<input type="checkbox"/> FTA		<input type="checkbox"/> FAA	
LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
	17	740	85	4005	0140	0140			\$750,000

*Project / Program Manager Signature

 *Commissioner/Authorized Designee Signature


Purchase Order Information:

Contract Term (No. of Months): 24

Extension Options (Rate of Recurrence): 0

Estimated Spend/Value: \$ 750,000.00

Grant Commitment / Expiration Date:

Pre-Bid/Submittal Conference: Yes No
 Mandatory Site Visit

Purchase Order Type:

Blanket/Purchase Order (DUR)
 Master Consultant Agreement (Task Order)
 Standard/One-Time Purchase

Procurement Method:

Bid RFP RFQ RFI
 Small Order

Special Approvals Required:

Emergency
 Non-Competitive Review Board (NCRB)
 Request for Individual Contract Services
 Information Technology Governance Board (ITGB)

Modification or Amendment

Modification Information:

PO Start Date: _____

PO End Date: _____

Amount (Increase/Reduction): _____

MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo)

Full Compliance Contract Specific Goals
 No Stated Goals Waiver Request

Contract Type:

Architect Engineering Commodity Construction JOC SBI
 Professional Services Revenue Generating Vehicle & Heavy Equipment
 Work Service Joint Procurement Reference Contract

Modification/Amendment Type:

Time Extension Scope Change/Price Increase /Additional Line Item(s)
 Vendor Limit Increase Requisition Encumbrance Adjustment
 Other (specify): _____

Risk Management / EDS

Insurance Requirements (included) Yes No
 EDS Certification of Filing (included) Yes No

Vendor Info:

Name: _____

Contact: _____

Address: _____

E-mail: _____

Phone: _____

**CITY OF CHICAGO
 PURCHASE REQUISITION**

Copy (Department)

DELIVER TO: 218 DESIGN/CONSTRUCTION DIVISION P.O. BOX 66142 CHICAGO, IL 60666	REQUISITION: 194044 PAGE: 1 DEPARTMENT: 85 - DEPT OF AVIATION PREPARER: James F Hankin NEEDED: 11/11/2017 APPROVED: 11/9/2017
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REQUISITION DESCRIPTION

REQUEST FOR NEW 2 YEAR NON-COMPETITIVE BID CONTRACT WITH J.E. MANZI & ASSOCIATES FOR DESIGN & CONSTRUCTION EXPERT CONSULTING FOR THE AUTOMATED TRANSIT SYSTEM (ATS) EXTENSION & MODERNIZATION PROJECT AT CHICAGO O'HARE INT'L AIRPORT.
 SPECIFICATION NUMBER: 592610

COMMODITY INFORMATION

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST						
1	91310	1.00	Each	0.00	0.00						
NEW 2 YEAR NON-COMPETITIVE BID CONTRACT WITH J.E. MANZI & ASSOCIATES FOR DESIGN & CONSTRUCTION EXPERT CONSULTING FOR THE AUTOMATED TRANSIT SYSTEM (ATS) EXTENSION & MODERNIZATION PROJECT AT CHICAGO O'HARE INT'L AIRPORT.											
SUGGESTED VENDOR:			REQUESTED BY: James F Hankin								
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	017	0740	0854005	0140	220140	0000	00000000	000000	00000	0000	0.00
LINE TOTAL:											0.00
REQUISITION TOTAL:											0.00

Where a commodity is for a particular or unique use other than standard quality, grades, color, size or other characteristics, give details of how it will be and for what purpose. Requisitions prepared incorrectly will be returned to the using department.

SCOPE OF SERVICES

The CDA is currently engaged in completing the ATS Project, which includes a new station and service to the new Joint Use Consolidated Rental Car/Parking Facility ("Multi-Modal Facility" or "MMF").¹ After an open solicitation process, for which Parsons Construction Group ("PCG") was the sole respondent, the City awarded a \$310 million design-build contract to PCG, as part of a design build operate and maintain ("DBOM") solicitation, which includes the installation of systems and equipment for the modernized system. Over the last two years, the CDA, with assistance of the Program Management Office ("PMO") for the O'Hare Modernization Program ("OMP"), has been coordinating with PCG to advance the ATS Project. However, the completion of the ATS Project is projected to be completed over a year past its original target completion. The PMO has been unable to secure an approvable schedule from PCG for over a year, and PCG has been unable, to date, to prepare or effect a reliable remediation plan. The CDA requires supplemental and independent services of a project management professional to assist the CDA and PMO in efforts to minimize further impact to the ATS Project's budget and delays to the schedule, and desires to retain J.E. Manzi & Associates ("Consultant") to provide those services. The Consultant is locally based and has material experience with the delivery of rail projects.

In particular, Consultant will serve as the CDA's consulting adviser, participating as follows:

- Attend weekly project meetings with the CDA, the PMO, Austin Power, and PCG and advising CDA on probable causes of delay, their mitigation and future avoidance;
- Review and comment on project schedule updates, including but not limited to the project's critical path and Substantial Completion Date, including but not limited schedule logic, dependencies and threats;
- Review project communications, such as:
 - Project correspondence and/or emails; and
 - PCG, Austin Power, and AECOM daily reports and monthly reports with a focus on providing suggestions to improve them and for proper preservation of the project record, including but not limited to issues and events that have affected the performance of the parties;

¹ The City awarded the contract for the design and construction of the Multi-Modal Facility ("Construction of the Joint-Use Consolidated Rental Car/Parking Facility and ATS Extension Fixed Facilities at O'Hare International Airport") to Austin Power Partners, a Joint Venture ("Austin Power").

- Provide strategically focused contract management assistance;
- Participate in opportunities for claim avoidance/mitigation, claims management, and change order/field order review;
- Participate pro-actively with the improvement of schedule progress and forecasts;
- Provide recommendations to the CDA as to the reasonability, probability and achievability of schedule duration reductions and cost settlements; and
- Provide such other support and services to CDA as are needed to reduce or eliminate negative impacts to the project schedule and/or budget, in order to bring the ATS Project to a satisfactory completion.

Consultant's total fees for the services under this contract will be based upon a rate of \$275.00 per hour for the services of Joseph E. Manzi, and \$195 per hour for any of Consultant's engineering associates, plus reimbursement for necessary expenses which may include travel, lodging and materials, provided such expenses comply with the City's applicable policies and are pre-approved by the Commissioner of the CDA. At this time however, the CDA does not anticipate any reimbursable expenses in connection with these services.

The CDA estimates that the total cost of the services described herein shall not exceed \$750,000 over the (2) two-year contract period.





**CHICAGO DEPARTMENT OF AVIATION
CITY OF CHICAGO**

To: Jamie L. Rhee
Chief Procurement Officer

Attention: Richard E. Butler, III
First Deputy Procurement Officer

From: *Ginger S. Evans* ^{11/29/17}
Ginger S. Evans
Commissioner

SUBJECT: NCRB Participants in Support of CDA's Request to Engage J.E. Manzi & Associates for Design and Construction Expert Consulting Services with respect to the Automated Transit System Extension and Modernization Project at Chicago - O'Hare International Airport

The Chicago Department of Aviation (CDA) has submitted a request to appear before the NCRB regarding the above-referenced matter. The CDA personnel who will be attending the NCRB meeting in support of the CDA's engagement of J.E. Manzi & Associates for Design and Construction Consulting Services are as follows:

James Weier, General Counsel (CDA)
Aurelio Garcia, Attorney (CDA)
Kieran Sheridan, Chief Operating Officer (CDA)

If you have any questions or need additional information regarding this request please contact Michelle Yokoyama at (773) 894-3046.

Thank you for your assistance in this matter.



CHICAGO DEPARTMENT OF AVIATION
CITY OF CHICAGO

To: Jamie L. Rhee
Chief Procurement Officer

Attention: Richard E. Butler, III
First Deputy Procurement Officer

From: *Ginger S. Evans ps 11/9/17*
Ginger S. Evans
Commissioner

SUBJECT: Request for No Stated Goals for Contract with J.E. Manzi & Associates for Design and Construction Expert Consulting Services with respect to the Automated Transit System Extension and Modernization Project at Chicago - O'Hare International Airport

The Chicago Department of Aviation (CDA) respectfully requests that the above-referenced contract have no stated goals due to the specialized nature of the services and the unique knowledge and expertise that can only be provided by Joseph E. Manzi and one associate, if and as needed. This severely limits the opportunity for MBE or WBE participation. Mr. Manzi will commit to seeking MBE and/or WBE participation in any subcontracting opportunities that may arise, but such opportunities are not anticipated at this time.

The CDA is currently engaged in completing the Extension and Modernization of the Airport Transit System (ATS) at Chicago O'Hare International Airport ("O'Hare"), which includes a new station and service to the new Joint Use Consolidated Rent-a-Car/Parking Facility (Facility) at O'Hare. After an open solicitation process, for which Parsons Construction Group (PCG) was the sole respondent, the City awarded a \$310M design-build contract to PCG, as part of a DBOM (Design Build Operate and Maintain) solicitation; which includes the installation of systems and equipment for the modernized ATS. Over the last two years, the CDA with assistance of the Program Management Office for the O'Hare Modernization Program (OMP PMO) has been coordinating with PCG to advance the design and construction of the ATS upgrade (ATS Extension Project). However, the completion of the ATS extension is projected to be completed over a year past its original target completion date. The

CDA requires supplemental and independent services of a project management professional to assist the CDA and PMO in efforts to minimize further impact to the project's budget and schedule. For reasons that are set forth in more detail below, J.E. Manzi & Associates (Manzi) is uniquely qualified to provide such services.

Manzi is uniquely qualified for the performance of the requisite services due to Mr. Joseph Manzi's 45 years of knowledge and experience as a professional engineer (for details, see the attached resume), and his long history of assisting the City of Chicago with bringing difficult, complex, and troubled construction projects to satisfactory completion. Specifically, Manzi provided services substantially similar to those required by the Department on the construction of the Harold Washington Library Center, the Cook County Jail Division X, Millennium Park, the reconstruction of Wacker Drive, the construction of the new Soldier Field, CDA's Façade and Circulation (FACE) Project for Terminals 2 and 3 at O'Hare, and oversight of the CTA Red Line Dan Ryan Renewal Project. In each instance, Mr. Manzi was asked to apply his knowledge and experience on behalf of the City in order to substantially reduce or eliminate negative impacts to the project schedule and/or budget, and in each instance, Manzi was successful.

Joseph Manzi is unquestionably the predominant project manager for large, complex municipal construction projects in this region. He is known by all of the major municipal contractors in the Chicago area. More importantly, he is respected by those same contractors for his competence and integrity. Because of that respect, Mr. Manzi has proven himself to be uniquely capable of drawing all of the participants in a project together, focusing their attention on their mutual goals rather than their differences, and bringing projects to a successful conclusion. No one is better equipped to right the course of the ATS Extension Project than Joseph Manzi.

Due to the circumstances described herein, the CDA requires the specialized expertise of Joseph Manzi and does not anticipate there being subcontracting opportunities on this important project. As a result, the CDA is requesting that no stated goals be approved for this contract request.

If you have any questions or need additional information regarding this request please contact Michelle Yokoyama at (773) 894-3046.

Thank you for your assistance in this matter.

J.E. Manzi & Associates, Inc.
Construction Consulting & Claims Analysis

826 Busse Highway
Park Ridge, Illinois 60068-2302
Telephone: (847) 699-5800
Telecopier: (847) 699-5810
Email: joe@jemanzi.com

VIA EMAIL TRANSMITTAL

November 8, 2017

Jamie L. Rhee
Chief Procurement Officer
Department of Procurement Services
121 North LaSalle Street, Room 806
Chicago, Illinois 60602

Reference: Contract with J.E. Manzi & Associates, Inc. for Design and Construction Expert Consulting Services with Respect to the Automated Transit System Extension and Modernization Project at Chicago - O'Hare International Airport

Subject: Submittal to the Non-Competitive Review Board – Sole Source Contract – **Statement of Justification**

Dear Ms. Rhee:

The City of Chicago Department of Aviation ("CDA") has requested to retain the services of my firm, J.E. Manzi & Associates, Inc. ("JEMA"), regarding the Automated Transit System ("ATS") Extension and Modernization Project ("ATS Project") at Chicago - O'Hare International Airport ("O'Hare"). I am writing to explain why I am considered to be the exclusive and unique provider of these services, including: (1) my experience providing very similar services on many past projects for the City of Chicago and its sister agencies; (2) my prior experience with the ATS system itself; and (3) my specific and unique knowledge with respect to the ATS Project due to my current engagement with the City's Law Department.

The CDA is currently engaged in completing the ATS Project, which includes a new station and service to the new Joint Use Consolidated Rental Car/Parking Facility ("Facility"). After an open solicitation process, for which Parsons Construction Group (PCG) was the sole respondent, the City awarded a \$310 million design-build contract to PCG, as part of a design build operate and maintain ("DBOM") solicitation, which

Jamie L. Rhee
Chief Procurement Officer
November 8, 2017
Page 2

includes the installation of systems and equipment for the modernized system. Over the last two years, the CDA, with assistance of the Program Management Office ("PMO") for the O'Hare Modernization Program ("OMP"), has been coordinating with PCG to advance the ATS Project. However, the completion of the ATS Project is projected to be completed over a year past its original target completion. The CDA requires supplemental and independent services of a project management professional to assist the CDA and PMO in efforts to minimize further impact to the Project's budget and schedule. For reasons that are set forth in more detail below, JEMA is uniquely qualified to provide such services.

First, JEMA is uniquely qualified for the performance of the requisite services due to my nearly 45 years of knowledge and experience as a professional engineer (for details, see the attached curriculum vitae), and my long history of assisting the City of Chicago, and its sister agencies, with bringing difficult, complex, and troubled construction projects to satisfactory completion. Specifically, JEMA has provided services, substantially similar to those required by CDA, on the construction of the Harold Washington Library Center, the Cook County Jail Division X, Millennium Park, the reconstruction of Wacker Drive, the construction of the new Soldier Field, and CDA's Façade and Circulation Enhancement ("FACE") Project for O'Hare Terminals 2 and 3. Most recently, I was engaged to oversee the Chicago Transit Authority's ("CTA's") complete demolition and reconstruction of the Dan Ryan Red Line; my role on that project was as project executive and I reported directly to the CTA's President, Forrest Claypool. In each instance, I was asked to apply my knowledge and experience on behalf of the City, or its sister agencies, in order to substantially reduce or eliminate negative impacts to the project schedule and/or budget, and, in each instance, I have been successful.

I believe that my past performance and accomplishments, on these, and other, projects, make JEMA the predominant project manager for large, complex municipal construction projects in this region. I am known by all of the major municipal contractors in the Chicago area, including Walsh Construction Co., Kiewit, James McHugh Construction Co., and F.H. Paschen, among others. More importantly, I believe that I have the respect of those same contractors for my competence and integrity. Because of that respect, I have proven myself to be uniquely capable of drawing together all of the participants on a project, focusing their attention on their mutual goals, rather than their differences, and bringing projects to a successful conclusion. I do not believe there is anyone better equipped to right the course of the ATS Project than myself.

J.E. Manzi & Associates, Inc.

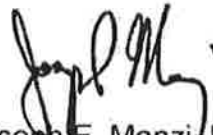
Jamie L. Rhee
Chief Procurement Officer
November 8, 2017
Page 3

Second, my unique qualifications are enhanced, because I worked on behalf of the CDA and its construction manager ("CTE") on the original construction of the ATS by MATRA Transit, Inc. in 1988 and 1989. My efforts then related to analysis and evaluation of MATRA schedules, project management and claim analysis on behalf of the City's Department of Law.

Finally, the City's Law Department has engaged JEMA as an expert consultant for the purpose of applying my experience and expertise toward review of the ATS Project to determine, among other things, what time extension is owed to PCG, if any. As a part of the engagement with the City through the Law Department, I am reviewing the ATS Project design-build contract schedule requirements, bid assumptions, availability dates provided during the course of the work, actual work performance schedule submittals and updates, and related items. As a result of JEMA's current engagement related to the very same subject matter as this new non-competitive bid contract requested herein, I have specialized knowledge of the ATS Project that I will be able to draw upon to assist the CDA in bringing this important and complex project to successful completion.

Please advise should you have any questions.

Respectfully submitted,



Joseph E. Manzi, P.E.
Principal

/tk
Project 1722

J.E. Manzi & Associates, Inc.




DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

NO STATED GOAL REPLY MEMORANDUM

TO: Ginger S. Evans
Commissioner
Chicago Department of Aviation

FROM: 
Rich Butler
First Deputy Procurement Officer

DATE: NOV 17 2017

RE: Design and Construction Expert Consulting Services with Respect to the Automated Transit System (ATS) Extension and Modernization Project at Chicago – O'Hare International Airport
Specification No. 592610 Requisition No. 194044

After further review and consideration, the Department of Procurement Services approves the No Stated Goal request for the Design and Construction Expert Consulting Services with Respect to the Automated Transit System (ATS) Extension and Modernization Project at Chicago – O'Hare International Airport for the Chicago Department of Aviation.

If you have any questions, please contact Monica Jimenez, Deputy Procurement Officer at (312) 744-0845.

MJ:gs

J.E. Manzi & Associates, Inc.
Construction Consulting & Claims Analysis

826 Busse Highway
Park Ridge, Illinois 60068-2302
Telephone: (847) 699-5800
Telecopier: (847) 699-5810
Email: joe@jemanzi.com

VIA EMAIL TRANSMITTAL

November 8, 2017

Jamie L. Rhee
Chief Procurement Officer
Department of Procurement Services
121 North LaSalle Street, Room 806
Chicago, Illinois 60602

Reference: Contract with J.E. Manzi & Associates, Inc. for Design and Construction Expert Consulting Services with Respect to the Automated Transit System Extension and Modernization Project at Chicago - O'Hare International Airport

Subject: **Submittal to the Non-Competitive Review Board – Sole Source Contract – Request for No Stated M/WBE Goals**

Dear Ms. Rhee:

The City of Chicago Department of Aviation ("CDA") has requested to retain the services of my firm, J.E. Manzi & Associates, Inc. ("JEMA"), regarding the Automated Transit System ("ATS") Extension and Modernization Project ("ATS Project") at Chicago - O'Hare International Airport ("O'Hare"). I am writing to request that the above-referenced contract have no stated Minority- or Women-Owned Business Enterprise ("M/WBE") goals due to the specialized nature of the services and the unique knowledge and expertise that can only be provided by JEMA, as explained in more detail below. The nature of this engagement severely limits the opportunity for M/WBE participation. I will commit to seeking MBE and/or WBE participation in any subcontracting opportunities that may arise, but such opportunities are not anticipated at this time.

The CDA is currently engaged in completing the ATS Project, which includes a new station and service to the new Joint Use Consolidated Rental Car/Parking Facility ("Facility"). After an open solicitation process, for which Parsons Construction Group

Jamie L. Rhee
Chief Procurement Officer
November 8, 2017
Page 2

(PCG) was the sole respondent, the City awarded a \$310 million design-build contract to PCG, as part of a design build operate and maintain ("DBOM") solicitation, which includes the installation of systems and equipment for the modernized system. Over the last two years, the CDA, with assistance of the Program Management Office ("PMO") for the O'Hare Modernization Program ("OMP"), has been coordinating with PCG to advance the ATS Project. However, the completion of the ATS Project is projected to be completed over a year past its original target completion. The CDA requires supplemental and independent services of a project management professional to assist the CDA and PMO in efforts to minimize further impact to the Project's budget and schedule. For reasons that are set forth in more detail below, JEMA is uniquely qualified to provide such services.

JEMA is uniquely qualified for the performance of the requisite services due to my nearly 45 years of knowledge and experience as a professional engineer (for details, see the attached curriculum vitae), and my long history of assisting the City of Chicago, and its sister agencies, with bringing difficult, complex, and troubled construction projects to satisfactory completion. Specifically, JEMA has provided services, substantially similar to those required by CDA, on the construction of the Harold Washington Library Center, the Cook County Jail Division X, Millennium Park, the reconstruction of Wacker Drive, the construction of the new Soldier Field, and CDA's Façade and Circulation Enhancement ("FACE") Project for O'Hare Terminals 2 and 3. Most recently, I was engaged to oversee the Chicago Transit Authority's ("CTA's") complete demolition and reconstruction of the Dan Ryan Red Line; my role on that project was as project executive and I reported directly to the CTA's President, Forrest Claypool. In each instance, I was asked to apply my knowledge and experience on behalf of the City, or its sister agencies, in order to substantially reduce or eliminate negative impacts to the project schedule and/or budget, and, in each instance, I have been successful.

Lastly, my unique qualifications are enhanced, because I worked on behalf of the CDA and its construction manager ("CTE") on the original construction of the ATS by MATRA Transit, Inc. in 1988 and 1989. My efforts then related to analysis and evaluation of MATRA schedules, project management and claim analysis on behalf of the City's Department of Law.

J.E. Manzi & Associates, Inc.

Jamie L. Rhee
Chief Procurement Officer
November 8, 2017
Page 3

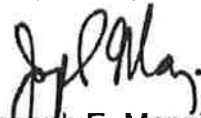
As with all of the above-listed, and other, past efforts, the JEMA services that are currently being requested will be performed almost exclusively by myself, on behalf of CDA, and, in an extremely limited role, my engineering associates, but only if and as needed. The effort will require my direct intervention and involvement; it is not a management task that can be delegated. As such, achieving any M/WBE participation will not be possible.

I note that I have looked to any potential options to provide compliance with indirect aspects of the contract (*i.e.*, supplies, materials, printing, etc.). Our contract with the CDA, however, will not include indirect costs such as these and, in fact, we incur minimal printing costs and no costs for materials or supplies. The contract is exclusively for labor hours only.

In as much as there are not any subcontracting opportunities in the performance of this assignment, I respectfully request a waiver of the City of Chicago's MBE/WBE participation goals for this contract extension. I will commit to seeking MBE and/or WBE participation in any subcontracting opportunities that may arise, but such opportunities are not anticipated at this time.

Please advise should you have any questions.

Respectfully submitted,



Joseph E. Manzi, P.E.
Principal

/tk
Project 1722

Attachments

J.E. Manzi & Associates, Inc.

J.E. Manzi & Associates, Inc.
Construction Consulting & Claims Analysis

826 Busse Highway
Park Ridge, Illinois 60068-2302
Telephone: (847) 699-5800
Telecopier: (847) 699-5810
Email: joe@jemanzi.com

VIA EMAIL TRANSMITTAL

November 8, 2017

Jamie L. Rhee
Chief Procurement Officer
Department of Procurement Services
121 North LaSalle Street, Room 806
Chicago, Illinois 60602

Reference: Contract with J.E. Manzi & Associates, Inc. for Design and Construction Expert Consulting Services with Respect to the Automated Transit System Extension and Modernization Project at Chicago - O'Hare International Airport

Subject: **Submission to the Non-Competitive Review Board – Sole Source Contract – Price Proposal**

Dear Ms. Rhee:

The City of Chicago Department of Aviation ("CDA") has requested to retain the services of my firm, J.E. Manzi & Associates, Inc. ("JEMA"), regarding the Automated Transit System ("ATS") Extension and Modernization Project ("ATS Project") at Chicago - O'Hare International Airport ("O'Hare"). I am writing to provide JEMA's price proposal relating to the ATS Project.

The CDA is currently engaged in completing the ATS Project, which includes a new station and service to the new Joint Use Consolidated Rental Car/Parking Facility ("Multi-Modal Facility" or "MMF"). After an open solicitation process, for which Parsons Construction Group ("PCG") was the sole respondent, the City awarded a \$310 million design-build contract to PCG, as part of a design build operate and maintain ("DBOM") solicitation, which includes the installation of systems and equipment for the modernized system. Over the last two years, the CDA, with assistance of the Program Management Office ("PMO") for the O'Hare Modernization Program ("OMP"), has been coordinating with PCG to advance the ATS Project. However, the completion of the ATS Project is

Jamie L. Rhee
Chief Procurement Officer
November 8, 2017
Page 2

projected to be completed over a year past its original target completion. The CDA requires supplemental and independent services of a project management professional to assist the CDA and PMO in efforts to minimize further impact to the Project's budget and schedule, and desires to retain JEMA to provide those services.

JEMA's total fees for the services under this contract will be based upon a rate of \$275.00 per hour for the services of Joseph E. Manzi, and \$195.00 per hour for any JEMA engineering associates, if and as needed, plus reasonable and necessary out-of-pocket expenses, provided such expenses comply with the City's applicable policies. JEMA does not anticipate any out-of-pocket expenses at this time.

Please advise should you have any questions.

Respectfully submitted,



Joseph E. Manzi, P.E.
Principal

/tk
Project 1722

J.E. Manzi & Associates, Inc.

CURRICULUM VITAE – 2017

JOSEPH E. MANZI, P.E.

POSITION: Managing Principal

**EDUCATION: B.S., Engineering, Polytechnic Institute of Brooklyn, 1967.
M.S., Structural Engineering, New York University, 1969.
Registered Professional Engineer.**

EXPERIENCE: J.E. Manzi & Associates, Inc. Principal and founder of construction firm specializing in the area of construction/project program management, construction disputes, project cost overruns, damage analysis, loss of labor productivity, cause/effect schedule and delay assessment and review of A/E and CM performance. Additionally, the firm also specialize in program management/owner oversight and schedule management, including such major capital improvement projects as Soldier Field, Millennium Park, the reconstruction of Wacker Drive, the Chicago Skyway, the O'Hare F.A.C.E./Canopy Project and the reconstruction of the Chicago Transit Authority's Dan Ryan Red Line.

Specific construction claim projects include the review and analysis of claims, contract arbitration and litigation and utility prudency investigations in excess of \$20 billion including several fossil and nuclear electric generating stations (200 MW – 1,150 MW), pipeline/utility projects, light rail transit systems, correctional detention centers, post offices, sports venues, major airport terminals and civil roadway/bridge projects, hospital facilities and numerous commercial/industrial structures. Nature of work has included analysis of numerous engineering problem areas encompassing electrical, mechanical and civil/structural.

J.E. Manzi & Associates, Inc.

Have qualified and testified as an expert witness (arbitration and litigation) in various construction disputes, in particular on general construction and construction management practices, computation of damages, and construction scheduling and delay analysis. (1985 to Present)

Kellogg Corporation, Littleton, Colorado. Manager of Contract Disputes Services Group. Direct responsibility for the analysis of over \$4 billion of construction claims on projects valued in excess of \$35 billion. Responsible for overall coordination of corporate contract disputes efforts, coordination of disputes resolution methodologies, procedures and policies. Duties included overview of project scope of work and work product review. (1982 to 1985)

Senior Manager charged with duty for overall project management covering claim preparation, claim review and litigation management, all of which include entitlement analysis, estimating, schedule and financial damages development. (1979 to 1982)

Department of Environmental Protection, New York, New York. Engineering Manager for construction litigation on major heavy underground and tunnel facility – dispute exceeded \$550 million. In conjunction with counsel, supervised all engineering functions for litigation, including performing special studies and document and deposition discovery. (1976 to 1979)

Contract Administrator, New York City. Responsible for change order process/negotiation, engineering estimates, schedule analyses, bid evaluation and contract modifications: City Tunnel Number 3, a 14 mile hard rock tunnel project valued at \$233 million. (1971 to 1975)

Sperry Systems Management Corporation. Performed engineering stress analysis of aircraft components. (1969 to 1970)

Sikorsky Aircraft Company. Performed engineering stress analysis of aircraft components. (1967 to 1969)

**PROFESSIONAL
CERTIFICATIONS
AND SOCIETIES:**

Registered Professional Engineer, New York, New Jersey, Colorado, Kentucky and Illinois.

Member of National Society of Professional Engineers, Professional Engineers of Colorado, American Consulting Engineers Council, The Construction Specification Institute and Defense Research Institute.

Certified Construction and Home Inspector.

Elected Fellow in the American Society of Civil Engineers.

Registrant, American Bar Association (Construction Litigation Committee) Register of Expert Witnesses.

Registrant, Defense Research Institute Register of Expert Witnesses.

**CIVIC/CHARITABLE
ASSOCIATIONS:**

Board of Directors, Cystic Fibrosis Foundation, Northern Illinois Chapter.

**SEMINAR MANUALS,
PERIODICALS AND
JOURNALS:**

Author of over 50 articles and frequent lecturer at industry seminars, continuing education at the Chicago Bar Association and past guest lecturer at the John Marshall Law School.

**EXPERT WITNESS
EXPERIENCE:**

Have testified as an expert in over 55 trials and arbitrations.

J.E. Manzi & Associates, Inc.
Construction Consulting & Claims Analysis

826 Busse Highway
Park Ridge, Illinois 60068-2302
Telephone: (847) 699-5800
Telecopier: (847) 699-5810
Email: joe@jemanzi.com

VIA EMAIL TRANSMITTAL

November 8, 2017

Jamie L. Rhee
Chief Procurement Officer
Department of Procurement Services
121 North LaSalle Street, Room 806
Chicago, Illinois 60602

Reference: Contract with J.E. Manzi & Associates, Inc. for Design and Construction Expert Consulting Services with Respect to the Automated Transit System Extension and Modernization Project at Chicago - O'Hare International Airport

Subject: Submittal to the Non-Competitive Review Board – Sole Source Contract –
Submittal of Insurance Certificates

Dear Ms. Rhee:

The City of Chicago Department of Aviation ("CDA") has requested to retain the services of my firm, J.E. Manzi & Associates, Inc. ("JEMA"), regarding the Automated Transit System ("ATS") Extension and Modernization Project ("ATS Project") at Chicago - O'Hare International Airport ("O'Hare"). I am writing to submit the required insurance certificates (see attachment).

Please advise should you have any questions.

Respectfully submitted,



Joseph E. Manzi, P.E.
Principal

/tk
Project 1722

Attachment

55 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
10 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
CM insurance company of The Hartford Insurance Group shown below.
SBW

INSURER: HARTFORD ACCIDENT AND INDEMNITY COMPANY
ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155
COMPANY CODE: 5



Policy Number: 84 SBW CM1055 DD

SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address: J E MANZI & ASSOCIATES, INC.
(No., Street, Town, State, Zip Code)

826 BUSSE HWY
PARK RIDGE IL 60068

Policy Period: **From** 11/01/17 **To** 11/01/18 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: MARSH USA INC/ACEC MARKET
Code: 535429

Previous Policy Number: 84 SBW CM1055

Named Insured is: CORPORATION

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$2,821

IN RECOGNITION OF THE MULTIPLE COVERAGES INSURED WITH THE HARTFORD, YOUR POLICY PREMIUM INCLUDES AN ACCOUNT CREDIT.

Countersigned by

Suean E. Castaneda

Authorized Representative

08/03/17
Date

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 84 SBW CM1055

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

826 BUSSE HWY
PARK RIDGE IL 60068

Description of Business:

ENGINEERS & ENGINEERING SERVICES

Deductible: \$ 250 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST \$ 333,100

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES \$ 10,000
OUTSIDE THE PREMISES \$ 5,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 84 SBW CM1055

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

**PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE
TO THIS LOCATION**

GLASS
FORM SS 04 43

REPLACEMENT COST

ENGINEERS' STRETCH - ACEC
FORM SS 61 05
THIS FORM INCLUDES MANY ADDITIONAL
COVERAGES AND EXTENSIONS OF
COVERAGE.
A SUMMARY OF THE COVERAGE LIMITS
IS ATTACHED.
FLOOD AND EARTHQUAKE COVERAGE IS
EXCLUDED

LIMITED FUNGI, BACTERIA OR VIRUS
COVERAGE:
FORM SS 40 93
THIS IS THE MAXIMUM AMOUNT OF
INSURANCE FOR THIS COVERAGE,
SUBJECT TO ALL PROPERTY LIMITS
FOUND ELSEWHERE ON THIS
DECLARATION.
INCLUDING BUSINESS INCOME AND EXTRA
EXPENSE COVERAGE FOR:

\$ 50,000

30 DAYS

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 84 SBW CM1055

PROPERTY OPTIONAL COVERAGES APPLICABLE TO ALL LOCATIONS LIMITS OF INSURANCE

BUSINESS INCOME AND EXTRA EXPENSE COVERAGE COVERAGES INCLUDES THE FOLLOWING COVERAGES EXTENSIONS:	12 MONTHS ACTUAL LOSS SUSTAINED
ACTION OF CIVIL AUTHORITY:	30 DAYS
EXTENDED BUSINESS INCOME:	30 CONSECUTIVE DAYS
EMPLOYEE DISHONESTY: FORM SS 04 42 DEDUCTIBLE: \$ 100 EACH OCCURRENCE	\$ 75,000
CONSULTING ENGINEERS' PROPERTY COVERAGE: FORM SS 61 07 DEDUCTIBLE: \$100 BLANKET	\$ 1,000
EQUIPMENT BREAKDOWN COVERAGE COVERAGES FOR DIRECT PHYSICAL LOSS DUE TO: MECHANICAL BREAKDOWN, ARTIFICIALLY GENERATED CURRENT AND STEAM EXPLOSION	
THIS ADDITIONAL COVERAGE INCLUDES THE FOLLOWING EXTENSIONS	
HAZARDOUS SUBSTANCES	\$ 50,000
EXPEDITING EXPENSES	\$ 50,000
MECHANICAL BREAKDOWN COVERAGE ONLY APPLIES WHEN BUILDING OR BUSINESS PERSONAL PROPERTY IS SELECTED ON THE POLICY	
IDENTITY RECOVERY COVERAGE FORM SS 41 12	\$ 15,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 84 SBW CM1055

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$ 300,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	\$2,000,000
GENERAL AGGREGATE	\$2,000,000
EMPLOYMENT PRACTICES LIABILITY COVERAGE: FORM SS 09 01	
EACH CLAIM LIMIT	\$ 5,000
DEDUCTIBLE - EACH CLAIM LIMIT NOT APPLICABLE	
AGGREGATE LIMIT	\$ 5,000
RETROACTIVE DATE: 11011999	

This **Employment Practices Liability Coverage** contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

**BUSINESS LIABILITY OPTIONAL
COVERAGES**

HIRED/NON-OWNED AUTO LIABILITY \$1,000,000
FORM: SS 04 38

**UMBRELLA LIABILITY - SEE
SCHEDULE ATTACHED**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

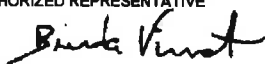
PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306	CONTACT NAME: PHONE (A/C, No, Ext): 800-338-1391 FAX (A/C, No): 888-621-3173 E-MAIL ADDRESS: aeclientrequest@marsh.com														
INSURED J.E. Manzi & Associates, Inc. 826 Busse Highway Park Ridge, IL 60068	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Accident & Indemnity Co</td> <td>22357</td> </tr> <tr> <td>INSURER B: Twin City Fire Insurance Co</td> <td>29459</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Accident & Indemnity Co	22357	INSURER B: Twin City Fire Insurance Co	29459	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			84SBWCM1055 Prof. Liab Excl	11/01/2017	11/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			84SBWCM1055	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			84SBWCM1055	11/01/2017	11/01/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			84WBGFN9027	11/01/2017	11/01/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Chicago Department of Aviation 10510 West Zemke Road Chicago, Illinois 60666	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

J.E. Manzi & Associates, Inc.
Construction Consulting & Claims Analysis

826 Busse Highway
Park Ridge, Illinois 60068-2302
Telephone: (847) 699-5800
Telecopier: (847) 699-5810
Email: joe@jemanzi.com

VIA EMAIL TRANSMITTAL

November 8, 2017

Jamie L. Rhee
Chief Procurement Officer
Department of Procurement Services
121 North LaSalle Street, Room 806
Chicago, Illinois 60602

Reference: Contract with J.E. Manzi & Associates, Inc. for Design and Construction Expert Consulting Services with Respect to the Automated Transit System Extension and Modernization Project at Chicago - O'Hare International Airport

Subject: **Submittal to the Non-Competitive Review Board – Sole Source Contract – Submittal of Economic Disclosure Statement Certificate**

Dear Ms. Rhee:

The City of Chicago Department of Aviation ("CDA") has requested to retain the services of my firm, J.E. Manzi & Associates, Inc. ("JEMA"), regarding the Automated Transit System ("ATS") Extension and Modernization Project ("ATS Project") at Chicago - O'Hare International Airport ("O'Hare"). I am writing to submit the required Economic Disclosure Statement Certificate (see attachment).

Please advise should you have any questions.

Respectfully submitted,



Joseph E. Manzi, P.E.
Principal

/tk
Project 1722

Attachment



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 119589

Date of This Filing: 11/08/2017 10:49 AM

Certificate Printed on: 11/08/2017

Original Filing Date: 11/08/2017 10:49 AM

Disclosing Party: J.E. Manzi & Associates, Inc. Title: Principal

Filed by: Mr. Joseph Edward Manzi

Matter: Automated Transit System Extension
and Modernization Project at O'Hare

International Airport

Applicant: J.E. Manzi & Associates, Inc.

Specification #:

Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <http://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

J.E. MANZI & ASSOCIATES, INC.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: _____

OR

3. a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1))
State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 826 BUSSE HIGHWAY
PARK RIDGE, ILLINOIS 60068

C. Telephone: 847-699-5800 Fax: 847-699-5810 Email: JOE@JEMANZI.COM

D. Name of contact person: JOSEPH EDWARD MANZI

E. Federal Employer Identification No. (if you have one): 84-1004447

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

AUTOMATED TRANSIT SYSTEM EXTENSION AND MODERNIZATION PROJECT
AT O'HARE

G. Which City agency or department is requesting this EDS? _____

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- Person
 - Publicly registered business corporation
 - Privately held business corporation
 - Sole proprietorship
 - General partnership
 - Limited partnership
 - Trust
 - Limited liability company
 - Limited liability partnership
 - Joint venture
 - Not-for-profit corporation
- (Is the not-for-profit corporation also a 501(c)(3))?
- Yes No
- Other (please specify)
-

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

COLORADO

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes No Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures**, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
<u>JOSEPH EDWARD MANZI</u>	<u>PRINCIPAL</u>

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
JOSEPH EDWARD MANZI	826 BUSSE HIGHWAY PARK RIDGE, ILLINOIS 60068	100%

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? Yes No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? Yes No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

Yes No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
--	------------------	--	--

NONE

(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes No No person directly or indirectly owns 10% or more of the Disclosing Party.

If "yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
 - d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).
6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.
8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.
9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").
10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

NOT APPLICABLE

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

NONE

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

NONE

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)
 is is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

NOT APPLICABLE

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes

No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes

No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

___ 2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

NOT APPLICABLE

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes No Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No

If you checked "No" to question (1) or (2) above, please provide an explanation:

NOT APPLICABLE

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION


The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.
- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and Appendices A and B (if applicable), on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and Appendices A and B (if applicable), are true, accurate and complete as of the date furnished to the City.

J.E. MANZI & ASSOCIATES, INC.
(Print or type exact legal name of Disclosing Party)


By: 
(Sign here)

JOSEPH EDWARD MANZI
(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on JANUARY 10, 2018 (date),

at COOK County, ILLINOIS (state).


Notary Public

Commission expires: DECEMBER 9, 2018



**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS
AND DEPARTMENT HEADS**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B**

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes No The Applicant is not publicly traded on any exchange.


3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.



DEPARTMENT OF HUMAN RESOURCES
CITY OF CHICAGO

Memorandum

To: Ginger S. Evans, Commissioner
Chicago Department of Aviation

From: Soo Choi, Commissioner 
Department of Human Resources

Date: March 2, 2018

Re: Personal Services Contractor Request/Joseph Manzi

Attached is the Department of Aviation's request to retain the services of Joseph Manzi, Principal of J.E. Manzi & Associates, Inc., to provide consulting and project management services related to completing the Extension and Modernization of the Airport Transit System Project, which includes a new station and service to the new Joint Use Consolidated Rent-a-Car Parking Facility. In approving the request, the Department of Human Resources is certifying only that the request and supporting information provided does not appear to facially present a common law employee issue.

Please note that under the Policy On The Use Of Non-City Employees To Perform Services For The City, the maximum term for the use of any Personal Services Contractor that can be approved is one year. If you intend to exercise any option to extend Mr. Manzi's services you will need to submit a new request form.

Once you have received approval from the Office of Budget Management, please send us a copy of the completed form for our files. If you have any questions or would like to discuss further, please contact me at 312-744-8395.

cc: IGO Hiring Oversight
Aurelio Garcia

Submit to: Soo Chol, Commissioner, Department of Human Resources

REQUEST TO USE PERSONAL SERVICES CONTRACTOR

Requesting department: **Chicago Department of Aviation**

Date: **02/26/2018**

Contact person and phone number: **Aurelio Garcia (773) 462-7314**

A. Please provide the following information (attach additional sheets if needed):

1. Name of the personal services contractor.

J.E. Manzi & Associates, Inc. (Manzi)

2. Explain why the contractor's services are necessary.

The CDA is currently engaged in completing the ATS Project, which includes a new station and service to the new Joint Use Consolidated Rental Car/Parking Facility (Multi-Modal Facility or MMF).¹ After an open solicitation process, for which Parsons Construction Group (PCG) was the sole respondent, the City of Chicago (City) awarded a \$310 million design-build contract to PCG, as part of a design build operate and maintain (DBOM) solicitation, which includes the installation of systems and equipment for the modernized system. Over the last two years, the Chicago Department of Aviation (CDA), with assistance of the Program Management Office (PMO) for the O'Hare Modernization Program (OMP), has been coordinating with PCG to advance the ATS Project. However, the completion of the ATS Project is projected to be completed over a year past its original target completion. The PMO has been unable to secure an approvable schedule from PCG for over a year, and PCG has been unable, to date, to prepare or affect a reliable remediation plan. The CDA requires supplemental and independent services of a project management professional to assist the CDA and PMO in efforts to minimize further impact to the ATS Project's budget and delays to the schedule, and desires to retain Manzi to provide those services. Manzi is locally based and has material experience with the delivery of rail projects.

3. Describe the nature of the work to be performed.

In particular, Manzi will serve as the CDA's consulting adviser, participating as follows: (All work will be performed at the home office location unless otherwise stated.)

- Attend weekly project meetings at the airport with CDA, the PMO, Austin Power, and PCG and advising CDA on probable causes of delay, their mitigation and future avoidance;

¹ The City awarded the contract for the design and construction of the Multi-Modal Facility ("Construction of the Joint-Use Consolidated Rental Car/Parking Facility and ATS Extension Fixed Facilities at O'Hare International Airport") to Austin Power Partners, a Joint Venture ("Austin Power").

- Review and comment on project schedule updates, including but not limited to the project's critical path and Substantial Completion Date, including but not limited to schedule logic, dependencies and threats;
 - Review project communications, such as:
 - Project correspondence and/or emails; and
 - PCG, Austin Power, and AECOM daily reports and monthly reports with a focus on providing suggestions to improve them and for proper preservation of the project record, including but not limited to issues and events that have affected the performance of the parties;
 - Provide strategically focused contract management assistance;
 - Participate in opportunities for claim avoidance/mitigation, claims management, and change order/field order review;
 - Participate pro-actively with the improvement of schedule progress and forecasts;
 - Provide recommendations to the CDA as to the reasonability, probability and achievability of schedule duration reductions and cost settlements; and
 - Provide such other support and services to CDA as are needed to reduce or eliminate negative impacts to the project schedule and/or budget, in order to bring the ATS Project to a satisfactory completion.
4. Explain how the personal services contractor will function as an independent contractor and not function as employee-like (for guidance, please refer to attached criteria).

The CDA requires supplemental and independent expert professional services of a project management professional to assist the CDA and PMO in efforts to minimize further impact to the project's budget and schedule. These services are short term in nature and will conclude once the project at issue is completed. For reasons that are set forth in more detail below, Manzi is uniquely qualified to provide such services as an independent contractor and not function like an employee.

Manzi is uniquely qualified for the performance of the requisite services due to Mr. Joseph Manzi's 45 years of knowledge and experience as a professional engineer (for details, see the attached NCRB application which includes a resume), and his long history of assisting the City and others with bringing difficult, complex, and troubled construction projects to satisfactory completion. This type of work is not performed by City employees as it is highly specialized, very expensive and only covers a short period of time, usually a project specific time line. Manzi will be working primarily from his home office reviewing documents, schedules and other items in order to provide independent opinions and direction. These services are highly sought after in large

municipal projects as his services tend to lead projects to successful conclusions when there is disagreement. Specifically, Manzi has provided services substantially similar to those required by the CDA on the construction of the Harold Washington Library Center, the Cook County Jail Division X, Millennium Park, the reconstruction of Wacker Drive, the construction of the new Soldier Field, CDA's Facade and Circulation (FACE) Project for Terminals 2 and 3 at O'Hare, and oversight of the CTA Red Line Dan Ryan Renewal Project. In each instance, Mr. Manzi was asked to apply his knowledge and experience on behalf of the City in order to substantially reduce or eliminate negative impacts to the project schedule and/or budget, and in each instance, Manzi was successful.

Joseph Manzi is the predominant project manager for large, complex municipal construction projects in this region. He is known by all of the major municipal contractors in the Chicago area. More importantly, he is respected by those same contractors for his competence and integrity. Because of that respect, Mr. Manzi has proven himself to be uniquely capable of drawing all of the participants in a project together, focusing their attention on their mutual goals rather than their differences, and bringing projects to a successful conclusion. No one is better equipped to right the course of the ATS Extension Project than Joseph Manzi.

In addition, Manzi has been engaged by the City's Department of Law as an expert consultant for the purpose of applying its experience and expertise toward review of the ATS extension project to determine what time extension is owed to the contractor, if any. As a part of its engagement with the City through the Law Department, Manzi is reviewing the ATS Extension Project design-build contract schedule requirements, bid assumptions, availability dates provided during the course of the work, actual work performance schedule submittals and updates and related items. As a result of Manzi's current engagement related to the subject matter of the new non-competitive bid contract requested herein, Manzi has specialized knowledge of the ATS Extension Project that he will be able to draw upon to assist the CDA in bringing this important and complex project to successful completion.

5. Number of hours that the personal services contractor is expected to work per week.

Approximately 19 Hours per week. (2000 hours over a 2 year period (2000/2=1000 hours per year/52 weeks =19.23 hours per week.)

6. Project(s) to which the personal services contractor will be assigned.

ATS Project -- Design Build Operate Maintain Project

7. The duration of the assignment(s).

2 years from date of award.

8. Fund #: Dept. # Org. # Approp.: Object:

ORD: 30336 0740 085 4005 0140 0140

INDEPENDENT CONTRACTOR VS EMPLOYEE CRITERIA

Per the Policy On The Use of Non-City Employees To Perform Services For The City, the City may approve the use of a Personal Service Contractor only if the individual to be retained is a true independent contractor. The determination of what constitutes a true independent contractor depends on the specific circumstances of each case, and no one factor is determinative. However, all of the following criteria will be examined for each request to assess whether the engagement is truly independent contractor-like, and not employee-like:

- 1) The reasons the contractor is needed;
- 2) The nature of the work to be performed;
- 3) The extent to which City employees may exercise direction and control over the work, and how the work will be performed, as opposed to merely monitoring the end product to ensure that it satisfies the requirements of the contract;
- 4) The extent to which the work is highly specialized or requires particular skills or expertise;
- 5) The extent to which the contractor is uniquely skilled or qualified to perform the work;
- 6) The similarity of the work to existing work normally performed by City employees;
- 7) The existence of a prior employment relationship between the contractor and the City: prior position(s) held, period(s) of employment, duration, nature of work performed, and similarity to the services to be performed.
- 8) The similarity of the services to be performed to the services performed by the Contractor for non-City clients or customers as part of the contractor's business or professional practice;
- 9) The extent to which the contractor will be free to continue to provide these services to clients or customers other than the City during the term of the contract;
- 10) The location(s) of the work to be performed;
- 11) The extent to which the City will be providing work space, equipment, materials and staff support for the performance of the work and conversely, the extent to which the contractor will work from her/his own facilities, and provide her/his own equipment, materials and staff support;
- 12) The anticipated duration of the contract, including relationship to the completion of a specific project and length of a specified contract period, if applicable;
- 13) The basis for determining how many hours the contractor will work, and which hours the contractor will work;
- 14) The basis for determining the contractor's pay (e.g. flat fee due on completion of project, hourly rate based on a record of hours worked, or regular installments).

B. Please attach a copy of the contract.

Currently this is an NCRB application and no agreement has been awarded.

.....
Department Head: Ginger S. Evans Date: 2/27/18
Ginger S. Evans
Commissioner
Chicago Department of Aviation

.....
DHR: Approved Not Approved Date: 3/8/18
OBM: Approved Not Approved Date: 3/15/18
SS/elds



SPECIFIC PAYMENT INFORMATION



Identification of any specific information required with Construction Contract Pay Applications:

The Chicago Department of Aviation (CDA) engages a Construction Manager (CM) to oversee and administer the Pay Application process for City Construction Contracts awarded for MDW and ORD projects. As part of the administration process, the CM actually prepares the monthly Pay Estimates on behalf of the Contractor. The CM employs a Resident Engineer to log and track actual contract line item quantities installed for the pay estimate period and cumulative to date installed quantities. The Contractor's Project Manager meets with the Resident Engineer at the end of each pay estimate period to review and agree upon the installed quantities. The CM's Contract Administrator will then prepare the monthly pay estimate package based on the agreed upon quantities installed and the contract unit prices. Contract Change orders are added to the Pay Applications as approved by the City of Chicago Procurement Department. The CDA has developed an internal electronic system (CPICS- Contract Admin Module) that the CM personnel use to create the Pay Estimates as well as various other forms used in processing, approving, and auditing the Pay Estimate packages. The contractor's Project Manager signs the monthly Pay Estimate and provides any additional documentation (waivers, certified payrolls, etc.) necessary for the CM to release the Pay Estimate for CDA approvals, processing, and payment.

Included with each Pay Estimate package the CM prepares is a REGULAR (or Final) COSTRUCTION PAYMENT CHECKLIST with a list of documents and/or CDA forms required for each Pay Estimate (EXHIBIT A). The documents and forms included on the Checklist are either required by the General or Special Conditions of the Construction Contract or are required in accordance with CDA invoice auditing/processing requirements. The CM's Contract Administrator is required to place a "check" next to each of the items on the list verifying that (s)he has received the items and verified the accuracy/validity of the documents, and signs the Checklist. CDA has engaged a firm to audit all CDA invoices including Construction Contract Pay Estimates. Part of the audit responsibilities of the audit firm is review the CM's checklist included with each Pay Estimate Package to verify checklist is complete and review the attachments for accuracy, veracity, and completeness.

Identification of requirements that the payment process helps track:

Construction Contract Pay Applications:

- 1) Pay Estimate Status Form- This form is used facilitate the routing and approval process of Pay Estimates in accordance with CDA policies. Each approver is identified on the sheet and is required to sign and date it signifying his/her review and approval of the pay estimate.
- 2) Summary of Estimate Form

REGULAR CONSTRUCTION PAYMENT CHECKLIST

Vendor _____ **Invoice #** _____ **Payment #** _____

- 1) Pay Estimate Status Form (Green Signature Form) _____
- 2) Summary of Estimate Form -No. _____
- 3) Sworn Contractor's Statement (Change Order Amounts Should be Included) _____
- 4) Approved Change Order Form/Interoffice Communication _____
- 5) Payment for Contractor's Work Form (Product List/Unit Prices) _____
- 6) Copies of Receipts (If required) _____
- 7) Certified Payrolls (Contractor and Subcontractor) _____
- 8) Subcontractor Payment Certification (MBE/WBE/DBE) _____
- 9) Wire Transfer Form (If requested by the contractor) _____
- 10) Blanket Release Copy _____
- 11) Lien Waivers (Contractor and Subcontractor) _____
- 12) Retainage/Liquidated Damages (If required, calculated and noted by the PMO) _____

The Construction Management Office (CMO) has verified all information submitted and current insurance certifications are on file with the CMO.

Submitted By: _____

Title _____

Date _____

***Note: All documents must have the correct authorized signatures and approvals.**

CONSTRUCTION PAYMENT REQUIREMENTS

Pay Estimate Status Form

The Pay Estimate Status Form (green) or Signature Form tracks that authorizations and key project information is received and should accompany the payment request.

Summary of Estimate Form

This is the application for payment form. This Form should include: Identification of general contractor, subcontractors, contract number and project; the original contract amount and adjusted contract amount; the date of pay application and the number and period covered by the payment; the amount due to the contractor and subcontractors this pay period; the retainage and liquidated damages computations and, the total value of all work performed to date.

Sworn Contractor's Statement

The Sworn Contractor's Statement is attached showing the detailed cost breakdown with allocations for previous payments, payments due this period, and total work in place. Sworn Statements cover trades, contractor/subcontractor names, and amounts necessary for the completion of the project. It should be used during the course of construction and submitted with each payment request. The form must be signed and notarized. The change order amounts should also be listed separately on the Contractor's Sworn Statement.

Approved Change Order Form/Interoffice Communication

The Approved Change Order Form includes the original contract amount, amount of change orders (current and previous) and the total adjusted contact amount. Change Order Forms must be approved prior to making a request for payment and attached to the payment request. Change orders must be approved and signed by the City and copies must accompany all payment requests and outline the dollar amounts and define the changes to the scope. The change order amounts should also be listed on the Contractor's Sworn Statement.

Payment for Contractor's Work Form

This form is the Product List/Unit Prices for all items used during the payment period. Items, quantities, and unit prices should be verified on this form.

Copies of Receipts

Copies of invoices and certifications for payment of materials stored or items reimbursed to individuals.

Certified Payrolls

Certified payrolls are to be verified for those contracts having this requirement. This information should include the employees prevailing wage, ethnicity, gender, and local residency information. The final payroll must be clearly labeled "FINAL"

Subcontractor Payment Certification

This Form has the *MBE/WBE/DBE* utilization information and shows usage and payments for the current and prior pay periods. This form should include information on the owner's ethnicity and subcontractor payment amounts.

Wire Transfer Form

If the vendor requests that payments are made through a wire instead of a hard copy check, then the Wire Transfer Form must be completely filled out and submitted with the application for payment.

Blanket Release Copy

To expedite the payment process, a copy of the Blanket Release is required with the payment application.

Lien Waivers

Lien Waivers are to be submitted by the contractor/subcontractors with every payment request. At the times of payment requests, the general and subcontractors will be required to sign a lien waiver. Waiver forms should identify the amount of payments made previously and the amount of the current payment request.

Retainage/Liquidated Damages

Construction Retainage should be reduced on the Application for Payment by the CMO if it is required in the contract. This reduction is typically held back from every payment requests and released in the final payment after all of the project requirements are met. *Liquidated Damages* are payments of a certain sum as a fixed and agreed upon satisfaction for not doing certain things particularly mentioned in the agreement, the sum is called liquidated damages. These penalties are usually assessed when milestones and delivery dates are not met. Construction Retainage and Liquidated Damages is will be determined by the CMO and tracked by the auditors.

Insurance Requirements

All insurance requirements are verified prior to contract execution. Insurance certificates are to be updated as required by the City and are to be renewed and updated for the duration of the project. Copies of the insurance certifications with valid dates should be kept on file by the CMO and may be requested periodically by OMP Finance.

Contract Compliance/Audit Checks

The City reserves the right to canvass sites, verify inventory, check unit prices, ethnicity, and local residency requirements, and verify all contract requirements. OMP Finance may requests this information throughout the duration of the contract. As defined in the General Conditions of the contract, a final canvass report and certified payroll report must be submitted with the final payment.

Final Site Clean-up

The site and adjacent premises should be cleaned of any construction debris or equipment and restored to pre-construction condition. The final costs of cleaning up should be included in the original price bid and not billed as a separate charge.

FINAL CONSTRUCTION PAYMENT & CLOSEOUT CHECKLIST

- 1) All regular payment requirements (milestones/work acceptance) _____
- 2) All Technical Certifications required by the City/FAA _____
- 3) Completion of all outstanding work & punch list items _____
- 4) Warranties Provided (Labor & Materials) _____
- 5) Quality Book Audit Certification _____
- 6) Final Lien Release and /or Affidavit of payments _____
- 7) Consent of Contractor's /subcontractor's surety _____
- 8) All stored items reconciled/utilized/credited _____
- 9) Evidence that all disputes or claims are settled (Notarized Affidavit) _____
- 10) Final Site Clean-up (materials & debris) _____
- 11) Instructions, Parts Lists, and O & M Manuals _____
- 12) Final As-Built Drawings & Record Shop Drawings _____
- 13) Final Certified Payroll & Final Payroll Canvass Report _____
- 14) Final liquidated damages settlement statement _____
- 15) Notice and Certificate of Substantial Completion _____
- 16) Project Files Turned Over _____

The Construction Management Office (CMO) has verified all information submitted and current insurance certifications are on file with the CMO.

Submitted By: _____

Title _____

Date _____

*Note: All documents must have the correct authorized signatures and approvals.

Construction Payment Procedures

The procedures for payment to contractors are outlined in the contract agreement and an understanding of the requirements for the payment procedures will help expedite the payment process. The AIA Industry Standard Forms or City of Chicago defined forms can be used as a resource to establish guidelines for the payment procedures.

To help expedite and ensure timely processing and payment of the pay applications, the following areas should be agreed upon by management and utilized as a guide:

INITIAL PAYMENT REQUESTS

1. Schedule of Values

A schedule of values must be submitted by the contractor showing in detail a breakdown of cost for each activity required to complete the scope of the contractor's work. The Schedule of Values is generally required prior to the execution of the contract agreement and the sum of all costs or the activities of work is to equal the contract amount. The Schedule of Values should be prepared in a logical sequence of activities that can be easily verified by the contractor with material, equipment, and sub/subcontractor documentation.

2. Execution of Contract

The contract is to be executed as quickly as possible in order to avoid possible delays to the payment process. *Payments are not processed without an executed contract.*

3. Insurance Requirements

All insurance requirements and certificates are to be processed and submitted as required by the contract/subcontract, and are to be renewed and updated for the duration of the project. Copies of the insurance certifications with valid dates should accompany all payment requests. *This policy should be discussed by Management.*

3. Sworn Contractors Statements

Sworn Statements cover trades, contractor/subcontractor names, and amounts necessary for the completion of the project. It should be used during the course of construction and submitted with each payment request. The form must be signed and notarized.

SUBSEQUENT PAYMENT REQUESTS

4. Applications for Payment

Applications for payment (AIA Document G702 or City equivalent) are to be submitted at a predetermined time by the subcontractor to the general contractor, and from the general contractor to the architect/design engineer/PMO/City. This form must be signed and notarized. Original signatures are required. As a minimum, the application for payment should show.

- A. The *Application for Payment Form* should include: Identification of owner, architect, general contractor, subcontractor and project; the original contract amount and adjusted contract amount; the date of pay application and the period covered by the payment; the amount due to the contractor and subcontractors this pay period; and, the total value of all work performed to date.
- B. The *Sworn Contractor's Statement* is attached showing the detailed cost breakdown with allocations for previous payments, payments due this period, and total work in place.
- C. The *Approved Change Order Form* which includes the original contract amount, amount of change orders (current and previous) and the total adjusted contract amount. Change Order Forms must be approved prior to making a request for payment and attached to the payment request. (see below)
- D. *Product List/Unit Prices* for all items used during the payment period.
- E. Copies of *invoices, certifications, and insurance certificates* for payment of materials stored.
- F. *Certified payrolls* for those contracts having this requirement. This information should include employees prevailing wage, ethnicity and local residency information.
- G. *Wire Transfer Forms* for those contractors requesting a wire transfer.
- H. The *MBE/WBE/DBE* utilization form is included showing usage and payments for the current and prior pay periods. This information should include owner's ethnicity and payment amounts.

I. *Insurance Retainage* calculations are made and tracked by the auditors if the contract stipulates that the contractor pays into the project's insurance pool. This amount will be deducted from every payment request.

J. *Construction Retainage* should be reduced on the Application for Payment by the PMO if it is required in the contract. This reduction is typically held back from every payment requests and released in the final payment after all of the project requirements are met. Most construction contracts have a 10% holdback.

K. *Liquidated Damages* are payments of a certain sum as a fixed and agreed upon satisfaction for not doing certain things particularly mentioned in the agreement, the sum is called liquidated damages. These penalties are usually assessed when milestones and delivery dates are not met. This will be determined by the PMO.

L. *Lien Waivers* should be submitted by the contractor/subcontractor with every payment request. (see below)

5. Changes to Pay Application

In the event the subcontractor's pay application is changed by the general contractor, owner or architect, the subcontractor is to be notified by telephone or fax, giving the amount of change and the reasons for the changes. The subcontractor should be notified within 24 hours of knowledge of the changes.

6. Lien Waiver

At the times of payment, the general and subcontractor will be required to sign a lien waiver. Waiver forms should ideally be exchanged when a check is handed over and in addition to, not instead of the Sworn Statement form, which comes before payment is tendered. Typically, the format of the lien waiver should be reviewed at the pre-construction meeting, and any special requirements of the owner of general contractor should be discussed at this time. *The PMO has adopted a policy based on passed practice that requires the lien waiver amounts equal prior payments and not include the current payment request amount. Based on industry standards, usually the lien waiver includes the current payment request amount when the funds are exchanged or distributed through a title company. However, the PMO's policy is based on the fact that funds are not received until 30 days after the initial requests is made. This should be reviewed as multiple payment requests may occur simultaneously with the waiver lien amounts not truly reflecting all prior payments.*

7. Change Orders

Changes to work scopes must be approved prior to making a request for payment. Change orders must be approved and signed by the City and copies must accompany all payment requests and outline the dollar amounts and define the changes to the scope. The change order amounts should also be listed on the Contractor's Sworn Statement.

8. Audit Check

The City reserves the right to canvass sites, verify inventory, check unit prices, ethnicity, and local residency requirements, and verify all contract requirements.

FINAL PAYMENT REQUESTS

The amount of retention to be held by the City is typically 10% (verify each contract) of the contract amount. The elements of work which are required for final payment should be reviewed. In addition to the regular payment requirements listed above, some of the items required for final payment should be:

- A. All certificates required by governmental agencies.
- B. Completion of punch list items.
- C. Warranties.
- D. Final lien release and/or affidavit of payments.
- E. Consent of the contractor's/subcontractor's surety.
- F. Certificate of Insurance
- G. Evidence that all disputes or claims are settled
- H. Final liquidated damages settlement statement



CITY OF CHICAGO
DEPARTMENT OF AVIATION
INVOICING PROCEDURES
FOR PROFESSIONAL SERVICE AGREEMENTS

PURPOSE AND OVERVIEW

To review procedures for submitting Professional Services vouchers/invoices that will be processed by the City of Chicago, Department of Aviation.

These procedures apply to invoices issued by Consultants that are providing/rendering professional services in accordance to an Agreement with the City of Chicago, Department of Aviation.

DEFINITIONS:

City:	The City of Chicago
Consultant:	The Company that will perform the services per the agreement.
Sub-Consultant:	Any person or entity with which the Consultant contracts to provide any of the services under the Agreement.
Company:	Either a Consultant or Sub-Consultant(s) named in the Agreement.
Contract:	Professional Service Agreements between the City of Chicago and a Consultant engaged to perform services in behalf of the Department of Aviation.
Billing Month:	The period of time which is reflected/stated in the invoice.

REFERENCES:

For further additional information about the City of Chicago's invoicing procedures, refer to Exhibit 2 – Schedule of Compensation in your Professional Services Agreement.

PROCEDURE:

First Invoice. Prior to submitting the first invoice, the Consultant will provide, for the City's review and approval, the following documents:

- **IDOT Burden Rate** (for Federally Funded Agreements). You will need to include a copy of the most recent IDOT Burden Rate letters for your personnel. We need letters that have been approved by the City.
- **Program Staff list.** You will need to submit a complete list, which reflects program staff for each Consultant and Sub-consultant. You must submit the list that was **previously** approved by the City (see Exhibit C).

CITY OF CHICAGO
DEPARTMENT OF AVIATION
INVOICING PROCEDURES
FOR PROFESSIONAL SERVICE AGREEMENTS

Monthly Invoices. Invoices for allowable costs may include monthly billings for professional services rendered along with any approved direct or indirect costs as provided for under of the Agreement with the City.

Invoice Format and Content. Consultant will submit detailed monthly statements of its Services and monthly-itemized invoices of its reimbursable expenses as follows:

Format. Each invoice must be dated and include the City vendor and contract numbers, the vendor's name, invoice service period, blanket release and task order numbers.

Documentation. Invoices must be supported by such documentation as required by the Commissioner(or assigned representative). Consultant will make available such documents as required by the CDA or its designated auditors including, detailed monthly statements and/or itemized receipts. In accordance with the terms of the Agreement, Consultant must maintain documentation of all expenses incurred. A copy of the City of Chicago Blanket Release must accompany each invoice.

Professional Services Voucher. Monthly billings must include a signed City of Chicago, Department of Aviation Voucher for Professional Services.

Labor Documentation. The monthly invoice must contain a billing and an accounting of all hours and costs the Consultant and its Sub-consultants expended during the one-month period reflected in the invoice. Timesheets are required to be submitted with invoices, each Consultant and/or Sub-consultant must retain timesheets for those employees assigned to this project. Copies of timesheets must be made available to the City, upon request. Each invoice must contain timesheets, which has been approved and signed by an authorized representative of the company.

Payment. The City will make every effort to process invoices for allowable costs within 30 days provided that the documentation complies with the City's requirements.



CDA INVOICING PROCEDURES

Thank you for your continued service to the Chicago Department of Aviation (CDA). These procedures apply to invoices issued by Consultants that are providing/rendering professional services (Design/Architectural & Engineering/Program) in accordance to an Agreement with the City of Chicago Department of Aviation.

Consultants and sub-consultants are responsible for utilizing the most current version of the CDA forms when preparing their invoices. In addition all consultants are responsible for getting all necessary CDA approvals as identified on the individual City forms. Approvals are submitted through the CDA Vendor Portal (see access instructions below).

PROFESSIONAL SERVICES PROCEDURES

First Invoice. Prior to submitting the first invoice, the Consultant will provide, for the City's review and approval, the following documents:

- **IDOT Burden Rate (for Federally Funded Task Orders).** Consultants will need to include a copy of the most recent IDOT Burden Rate letters for your personnel. We need letters that have been approved by the City.

- **Project Staff list.** Consultants will need to submit a complete list, which reflects program staff for each Consultant and Sub-consultant. You must submit the list that was previously approved by the City via the Status Rate Change Form (SRCF). **(The SRCF must be submitted through the CDA vendor portal).**

-**Subcontractor Agreements.** Depending upon the requirements (DUR) of the contract, subcontractor agreements with the Prime should be submitted at the beginning of the project and have terms consistent with the Prime's agreement with the City. The agreements should be submitted prior to the beginning of the project.

Monthly Invoices. Invoices for allowable costs under the Agreement may include monthly billings for professional services rendered along with any approved direct or indirect costs as provided for under the Agreement with the City.

Invoice Format and Content. Consultant will submit detailed monthly statements of its Services and monthly-itemized invoices of its reimbursable expenses as follows:



Format. Each invoice must be signed, dated and include the City vendor and contract numbers, the vendor's name, blanket release and task order numbers.

Documentation. Invoices must be supported by such documentation as required by the Commissioner (or assigned representative). Consultant will make available such documents as required by the CDA or its designated auditors including, detailed monthly statements and/or itemized receipts. In accordance with the terms of the Agreement, Consultant must maintain documentation of all expenses incurred in conjunction with the project.

Blanket Releases. A copy of the City of Chicago Blanket Release must accompany each invoice.

Professional Services Voucher. Monthly billings must include a City of Chicago Department of Aviation Voucher for Professional Services.

Expenditure Approvals. Any expenditure over \$1,000 must be accompanied by a CDA expense authorization form, unless your Task Order/Contract has a defined lower value; similar expenses are combined for purposes of meeting the \$1,000 threshold. **(The Expenditure Approval must be submitted through the CDA vendor portal).**

Labor Documentation. The monthly invoice must contain a billing and an accounting of all hours and costs the Consultant and its Sub-consultants expended during the one-month period reflected in the invoice. Timesheets are required to be submitted with invoices, and each Consultant and/or Sub-consultant must submit certified payrolls for those union employees assigned to the project. Copies of payroll registers must be made available to the City, upon request.

CDA Specific Invoicing Requirements

To insure prompt payment, *please include a remittance address on the cover of your invoice.* The general invoicing requirements are outlined below.

- All payment requests must include the completed Summary Voucher of Professional Services form.



- All vendors working on a CDA/OMP contracts must have a City of Chicago issued vendor identification number. This includes any and all sub consultants and subcontractors that will receive payment.
- All sub consultant payments for current payment requests must be reported on the Voucher of Professional/Construction Services.
- All vendors, for which a Prime contractor is claiming minority (MBE/WBE/DBE) contract compliance credit, including second-tier subcontractors, must be identified on the payment requests and appear in the contract's Compliance Plan. All changes to the Compliance Plan must be approved by Procurement.
- Payment requests should be made within 30 days of the date that the service is performed and occur on a monthly basis.
- Vendors traveling on behalf of the CDA must obtain prior approval on the Travel Request form and comply with the current City of Chicago Travel Guidelines. The travel expenses should be billed at one time after the trip has occurred. The payment request must include the approved Travel Authorization. **(The travel request must be submitted through the CDA vendor portal).**
- All expenses incurred over \$1,000 on behalf of the City must be pre-authorized with the Expenditure Approval Form unless your Task Order/Contract has a defined lower value. **(The Expenditure Approval must be submitted through the CDA vendor portal).**
- Contracts with a Lump Sum payment component must have an agreed upon payment/deliverables schedule with the CDA prior to beginning and billing for work performed.
- If the Contract has a Fixed Fee payment component, milestones and deliverables must be identified at the start of the project with the CDA approving each Fixed Fee milestone and payment by invoice.
- Status Rate Change Forms (SRCF) must be completed for all consultants (prime/sub) working that may bill the CDA. Invoices received with labor rates for employees billed that have not been pre-authorized with an approved SRCF will not be paid. *This should be submitted prior to the first invoice.* **(The SRCF must be submitted through the CDA vendor portal).**
- The **CDA Vendor/Tenant Portal** is an on-line system that provides vendors and airport tenants access to important financial information and online forms. Vendors can track invoice processing as well as submit required forms such as the Expenditure Approval, Status Rate Change and Travel Authorization form. The link is on the CDA website (www.flychicago.com) under doing Business with CDA or the following link:



<http://www.flychicago.com/business/en/VendorInfo/Vendor-Information.aspx>

- Payment requests must include: 1) Voucher of Professional Services; 2) Original Prime/Sub Invoices; 3) Signed Time Sheets (DUR); 4) Copy of the Blanket Release; 5) Description of Work Performed; and 6) Reimbursement Backup. Enclosed with the payment request shall be the Monthly Progress Report and other contractually specified accompanying material.
- If the Contract requires Lien Waiver support, a signed and notarized Lien Waiver must be submitted with each payment requests.
- All CDA invoices and approval requests should be sent to the following address:

Commissioner's Office
Chicago Department of Aviation
Attention: Finance - Payment Processing
P.O. Box 66848
10510 W. Zemke Road
Chicago, Illinois 60666

- **All Prime Invoices must have a Remittance address included on its cover.**
- Invoices not received in the required format will be returned to the vendor without processing.
- Please identify the company's finance/billing contact for the project that will receive emails for audit reports and approvals.

ADDITIONAL TIPS

Travel Billings

- All travel expenses must be accompanied by an approved CDA travel authorization form with all required signatures. All travel is to be pre-approved.
- Travel expenses should be grouped together by person, by trip. Summarizing travel by individual helps facilitate review of your travel invoices by the CDA. Attached is an example of one summary sheet currently in use.



- Any airfare must include a copy of the airline ticket receipt or a copy of an itinerary document issued by a travel agency showing flight information and price. Showing the line item on a monthly credit card bill is not adequate evidence.
- CDA will not reimburse for airline flight change fees.
- Receipts are required and the CDA will only pay for actual meal expenses up to the ceiling. Alcohol is not an eligible expense. Meal receipt should be the itemized restaurant receipt showing the food and beverage items.
- Meal receipts should be for one person only. If the receipt is for food/drink for multiple people, the total price must be divided equally by the number of people and a copy of the same receipt must be included with each person's expenses.
- Meals are only allowed for overnight travel. No "business meeting meals" are reimbursed.
- Parking expenses for travel originating outside of Chicago are not reimbursed unless airport parking is limited to a 1 day (24-hour) trip on CDA business.
- Taxi or shuttle receipts must be provided; limits based on current travel guidelines.
- Tips to taxi drivers, skycaps, bell hops are not reimbursed.

Commodities Billings

- Invoice Quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Bid Page(s).
- If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number.
- Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.
- Freight, handling and shipping costs as not to be invoiced; deliveries are to be made F.O.B., City of Chicago.
- The City of Chicago is exempt from paying State of Illinois and Federal excise taxes on purchases.



CONSTRUCTION INVOICING PROCEDURES

The procedures for payment to contractors are outlined in the contractual agreements. The AIA Industry Standard Forms or City of Chicago defined forms can be used as a resource to establish guidelines for the payment procedures.

To help expedite and ensure timely processing and payment of the pay applications, the following areas should be agreed upon and utilized by City Project Management (PM) and the Contractor.

****The Project Scope and work provided is reviewed with every payment request****

INITIAL PAYMENT REQUESTS

1. Schedule of Values

A schedule of values must be submitted by the contractor showing in detail a breakdown of cost for each activity required to complete the scope of the contractor's work. The Schedule of Values is generally required prior to the execution of the contract agreement and the sum of all costs or the activities of work is to equal the contract amount. The Schedule of Values should be prepared in a logical sequence of activities that can be easily verified by the contractor with material, equipment, and sub/subcontractor documentation.

2. Execution of Contract

The contract is to be executed as quickly as possible in order to avoid possible delays to the payment process. *Payments are not processed without an executed contract.*

3. Insurance Requirements

All insurance requirements and certificates are to be processed and submitted as required by the contract/subcontract, and are to be renewed and updated for the duration of the project. Copies of the insurance certifications with valid dates should accompany all payment requests. *This policy may be negotiated up front by City Management or the insurance certifications may be included in the agreement. Clarify with the City PM during discussion of acceptance of the interim Schedule of Values.*



3. Sworn Contractors Statements

Sworn Statements cover trades, contractor/subcontractor names, and amounts necessary for the completion of the project. It should be used during the course of construction and submitted with each payment request. The form must be signed and notarized.

SUBSEQUENT PROGRESS PAYMENT REQUESTS

4. Applications for Payment

Applications for payment (AIA Document G702 or City equivalent) are to be submitted at a predetermined time by the subcontractor to the general contractor, and from the general contractor to the architect/design engineer/PMO/City. This form must be signed and notarized. Original signatures are required. As a minimum, the application for payment should show.

A. The *Application for Payment Form* should include: Identification of owner, architect, general contractor, subcontractor and project; the original contract amount and adjusted contract amount; the date of pay application and the period covered by the payment; the amount due to the contractor and subcontractors this pay period; and, the total value of all work performed to date.

Each *Application for Payment* shall be transmitted as an enclosure to a cover letter, the format of which shall be provided by the Commissioner. The cover letter shall cite the total amount of the application. Enclosed with the cover letter and *Application for Payment* shall be the Monthly Progress Report and specified accompanying material. The *Application for Payment* shall be in hard copy and in an electronic format acceptable to the Commissioner

B. The *Sworn Contractor's Statement* is attached showing the detailed cost breakdown with allocations for previous payments, payments due this period, and total work in place.

C. The *Approved Change Order Form* which includes the original contract amount, amount of change orders (current and previous) and the total adjusted contact amount. Change Order Forms must be approved prior to making a request for payment and attached to the payment request.

D. *Product List/Unit Prices* for all items used during the payment period.

E. Copies of *invoices, certifications, and insurance certificates* for payment of materials stored.



- F. *Certified payrolls* for are a requirement. This information should include employees prevailing wage, ethnicity and local residency information.
- G. *Wire Transfer Forms* for those contractors requesting a wire transfer.
- H. The *MBE/WBE/DBE* utilization form is included showing usage and payments for the current and prior pay periods. This information should include owner's ethnicity and payment amounts.
- I. *Insurance Retainage* calculations are made and tracked by the auditors if the contract stipulates that the contractor pays into the project's insurance pool. This amount will be deducted from every payment request.
- J. *Construction Retainage* should be reduced on the Application for Payment by the PMO if it is required in the contract. This reduction is typically held back from every payment requests and released in the final payment after all of the project requirements are met. Most construction contracts have a 10% holdback .
- K. *Liquidated Damages* are payments of a certain sum as a fixed and agreed upon satisfaction for not doing certain things particularly mentioned in the agreement, the sum is called liquidated damages. These penalties are usually assessed when milestones and delivery dates are not met. This will be determined by the PMO .
- L. *Lien Waivers* should be submitted by the contractor/subcontractor with every payment request. (see below)

5. Changes to Pay Application

In the event the subcontractor's pay application is changed by the general contractor, owner or architect, the subcontractor is to be notified by telephone or fax, giving the amount of change and the reasons for the changes. The subcontractor should be notified within 24 hours of knowledge of the changes.

6. Lien Waiver

At the times of payment, the general and subcontractor will be required to sign a lien waiver. The format of the lien waiver should be reviewed at the pre-construction meeting, and any special requirements of the owner of general contractor should be discussed at this time.



7. Change Orders

Changes to work scopes must be approved prior to making a request for payment. Change orders must be approved and signed by the City and copies must accompany all payment requests and outline the dollar amounts and define the changes to the scope. The change order amounts should also be listed on the Contractor's Sworn Statement.

8. Audit Check

The City reserves the right to canvass sites, verify inventory, check unit prices, ethnicity, and local residency requirements, and verify all contract requirements.

SPECIFIC CONTRACT REQUIREMENTS FOR PFC FUNDED PROJECTS (DESIGN/BUILD & CONSTRUCTION SERVICES)

All PFC funded projects are evaluated and approved prior to work commencing based on the following guidelines:

§ 158.15 Project eligibility at PFC levels of \$1, \$2, or \$3.

(a) To be eligible, a project must—(1) Preserve or enhance safety, security, or capacity of the national air transportation system; (2) Reduce noise or mitigate noise impacts resulting from an airport; or (3) Furnish opportunities for enhanced competition between or among air carriers.

(b) Eligible projects are any of the following projects—(1) Airport development eligible under subchapter I of chapter 471 of 49 U.S.C.;

(2) Airport planning eligible under subchapter I of chapter 471 of 49 U.S.C.;

(3) Terminal development as described in 49 U.S.C. 47110(d);

(4) Airport noise compatibility planning as described in 49 U.S.C. 47505;

(5) Noise compatibility measures eligible for Federal assistance under 49 U.S.C. 47504, without regard to whether the measures are approved under 49 U.S.C. 47504;

(6) Construction of gates and related areas at which passengers are enplaned or deplaned and other areas directly related to the movement of passengers and baggage in air commerce within the boundaries of the airport. These areas do not include restaurants, car rental and automobile parking facilities, or other concessions. Projects required to enable added air service by an air



carrier with less than 50 percent of the annual passenger boardings at an airport have added eligibility. Such projects may include structural foundations and floor systems, exterior building walls and load-bearing interior columns or walls, windows, door and roof systems, building utilities (including heating, air conditioning, ventilation, plumbing, and electrical service), and aircraft fueling facilities next to the gate;

(7) A project approved under the FAA's "Program to Permit Cost-Sharing of Air Traffic Modernization Projects" under 49 U.S.C. 44517; or

(8) If the airport is in an air quality nonattainment area (as defined by section 171(2) of the Clean Air Act (42 U.S.C. 7501(2)) or a maintenance area referred to in section 175A of such Act (42 U.S.C. 7505a), and the project will result in the airport receiving appropriate emission credits as described in 49 U.S.C. 47139, a project for:

(i) Converting vehicles eligible under § 158.15(b)(1) and ground support equipment powered by a diesel or gasoline engine used at a commercial service airport to low-emission technology certified or verified by the Environmental Protection Agency to reduce emissions or to use cleaner burning conventional fuels; or

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(ii) Acquiring for use at a commercial service airport vehicles eligible under § 158.15(b)(1) and, subject to § 158.13 (c), ground support equipment that include low-emission technology or use cleaner burning fuels.

(c) An eligible project must be adequately justified to qualify for PFC funding. [Doc. No. 26385, 56 FR 24278, May 29, 1991; 56 FR 37127, Aug. 2, 1991; Amdt. 158-2, 65 FR 34541, May 30, 2000; Amdt. 158-4, 72 FR 28848, May 23, 2007]

ORD & MDW § 158.17 Project eligibility at PFC levels of \$4 or \$4.50. (a) A project for any airport is eligible for PFC funding at levels of \$4 or \$4.50 if—

(1) The project meets the eligibility requirements of § 158.15;

(2) The project costs requested for collection at \$4 or \$4.50 cannot be paid for from funds reasonably expected to be available for the programs referred to in 49 U.S.C. 48103; and

(3) In the case of a surface transportation or terminal project, the public agency has made adequate provision for financing the airside needs of the airport, including runways, taxiways, aprons, and aircraft gates.

(b) In addition, a project for a medium or large airport is only eligible for PFC funding at levels of \$4 or \$4.50 if the project will make a significant contribution to improving air safety and



security, increasing competition among air carriers, reducing current or anticipated congestion, or reducing the impact of aviation noise on people living near the airport.

***All standard invoicing/billing requirements are reviewed for each project and payment requests prior to processing a payment. Project eligibility and reimbursements are tracked in the CDA's FMS system.*



FORMS – (Used to help track requirements)



Reporting Tools within the Payment Process used to Track Federal and Local Requirements

The attached forms are utilized to capture data on the M/W/DBE, EEO, CRO, Davis-Bacon, or Prevailing Wages. They include:

- 1) Voucher for Professional Services
- 2) Certified Payrolls
- 3) Sworn Statements
- 4) Lien Waivers (Partial/Final)



Voucher For Professional Services (Contractual Payments) and Subcontractor Payment Certification



- (1) Submission of this Certification Form is required with each invoice.
 (2) Prime and Subcontractors must be certified as MBE, WBE or DBE by the City of Chicago to receive compliance credit.

Vendor Name _____	Purchase Order _____
Invoice Number _____	Number _____
Dates of Service _____ to _____	Purchase Order/ TO _____
Project Number _____	Amount _____
Project Name _____	Task Order # _____
	(If applicable) _____
	Release # _____
	(If applicable) _____

Task Order contracts require that the table below is completed for each task order relative to the task order being billed.

Prime Vendor/ Subcontractor	Vendor Supplier Number	MBE/WBE/DBE Classification	MBE/WBE/D BE Goal (%)	Previous Amount Billed	Current Invoice Amount	Insurance/ Retainage	Audit Exceptions
			0.00%				
			0.00%				
			0.00%				
			0.00%				
			0.00%				
			0.00%				
Total			0.00%	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Under penalty of perjury, I certify that:

- (1) I am authorized to execute this Voucher for Professional Services Subcontractor Payment Certification (herein after "Certification Form");
- (2) I have conducted reasonable due diligence in collecting the information to be submitted with the Certification Form;
- (3) Based on my knowledge, neither the Certification Form nor any documents submitted with it contain any untrue information nor do any of the foregoing omit any material fact necessary to make the information provided true and complete;
- (4) I understand that my company is obligated to pay any and all subcontractors identified above within 14 days of receipt of payment from the City of Chicago;
- (5) I further understand that the City of Chicago may contact any subcontractors identified above to ensure their receipt of payments due from my company;
- (6) I understand that if the City of Chicago determines that any information provided in the Certification Form is intentionally false or misleading, I may be in violation of City Ordinance, which may subject me to a range of civil and criminal penalties, such as a fine up to \$1,000 and an award to the City of Chicago of up to three times any damages incurred. In addition, the City may pursue remedies at law or in equity, including termination of any and all contracts with my company, debarment of my company from doing business with the City of Chicago, and referring the matter to the appropriate law enforcement agencies.
- 7) This invoice has not been previously vouchered, and the services indicated were performed during the period stated in the invoice. However, if audit exceptions were noted in prior submissions for this period by DOA Finance and forwarded to the consultant, the consultant has three months from the date the audit exception was received to resubmit a " Voucher of Professional Services" for the audit exception.

Name (Print) _____	Title _____
Signature _____	Date _____

(Completed by Finance Only)

Final Labor Payment Amount _____	
Final Non-Labor Payment Amount _____	
Total Final Payment Amount _____	

Services Verified by: _____	Audit Review _____	Payment Approval _____
Project Manager (CDA/OMP) _____	Auditor _____	Deputy /Managing Deputy (Finance) _____
Assistant Commissioner, Design and Construction (CDA Invoices) _____		
Program Manager, PMO (OMP Invoices) _____		Commissioner _____
Deputy Director / Managing Deputy (User Section) _____		

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

STATE OF ILLINOIS _____

April 22, 2014

COUNTY OF COOK _____

PAY REQUEST NO. _____

The affiant, _____, being first duly sworn, on oath deposes and says that he is _____ of _____ a contract with _____ owner, for the _____ on the following described premises in said County, to-wit:

That, for the purpose of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is made to said owner for the purpose of procuring from said owner PARTIAL - FINAL Payment on said contract, and is a full, true, and complete statement of all such persons, and of the amounts paid, due and to become due them.

NAME	CONTRACT FOR	CONTRACT AMOUNT	PREVIOUS REQUESTS (NET)	THIS REQUEST (GROSS)	THIS REQUEST (RETAINAGE)	THIS REQUEST (NET)	BALANCE TO FINISH
TOTALS							
Amount of Original Contract		Total Amount Requested					
Extras to Contract		Less Retention/Liquidated Damages					
Total Contract and Extras		Net Amount Earned					
Credits to Contract		Amount of Previous Requests					
Net Amount of Contract		Amount Due this Payment					
		Balance to Complete					

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed _____% of the cost of work completed to date.

I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed _____

Subscribed and sworn to before me this _____

_____ Notary Public

FINAL WAIVER OF LIEN

State of ILLINOIS
County of COOK

Gty# _____
Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____ to furnish _____ for the premises known as _____ of which _____ is the owner.

The undersigned, for and in consideration of _____ dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waiver and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises.

Given under _____ hand _____ and seal _____ this ____ day of _____

Signature and Seal: _____

CONTRACTOR'S AFFIDAVIT

State of ILLINOIS
County of COOK

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that (s)he is _____ of _____ who is the contractor for the _____ work on the building located at _____ owned by _____. That the total amount of the contract including extras is _____ on which (s)he has received payment of _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties have contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specification.

Names	What for:	Contract Price	Amount Paid	This Payment	Balance Due
Total Labor and Materials to Complete					

That there are no other contracts for said work outstanding, and that there is nothing due to become due to any person for material, labor or other work of any kind done upon or in connection with said work other than above state

Signed this ____ day of _____

Signature: _____

Subscribed and sworn to before me ____ day of _____

Signature: _____

WAIVER OF LIEN

State of ILLINOIS
County of COOK

Gty# _____
Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____ to furnish _____ for the premises known as _____ of which _____ is the owner.

The undersigned, for and in consideration of _____ and other good and valuable considerations, the receipts whereof is hereby acknowledges, do(es) hereby waiver and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises.

Given under our hand _____ and seal _____ this ____ day of _____
Signature and Seal: _____

CONTRACTOR'S AFFIDAVIT

State of ILLINOIS
County of COOK

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that (s)he is _____ of _____ who is the contractor for the _____ work on the building located at _____ owned by _____. That the total amount of the contract including extras is _____ on which he has received payment of _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties have contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specification.

Names	What for:	Contract Price	Amount Paid	This Payment	Balance Due
Total Labor and Materials to Complete					

That there are no other contracts for said work outstanding, and that there is nothing due to become due to any person for material, labor or other work of any kind done upon or in connection with said work other than above state

Signed this ____ day of _____

Signature: _____

Subscribed and sworn to before me ____ day of _____

Signature: _____

CITY OF CHICAGO

CERTIFIED PAYROLL REPORT

NAME OF CONTRACTOR		OR SUBCONTRACTOR <input checked="" type="checkbox"/>		ADDRESS																						
		Illinois Certified Payroll		1234 Any Street Chicago, IL 55512																						
PAYROLL No. 1		FOR WEEK ENDING 10/07/00		PROJECT AND LOCATION																						
				Federal Project, 07-176																						
NAME, ADDRESS AND SSN / PHONE OF EMPLOYEE		1. Hire Date	2. Section 3	3. Income	4. Address	5. Gender	6. Ethnic	WORK CLASSIFICATION	FEDERAL WH STATUS	(4) DAY AND DATE	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS TOTAL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS				(9) Net Wages for Week								
		10/1	10/2	10/3	10/4	10/5	10/6	10/7		Sun	Mon	Tue	Wed	Thu	Fri	Sat		FHW	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	Check#		
Eight I Employee 123 anywhere street anytown, None 123-45-6789 /		9/30/2000	TRUE	FALSE	TRUE	Male	White	Foreperson	M-2	0	8	8	8	0	0	0	24	\$ 20.75	\$ 498.00					\$ -	\$ 23.00	\$ 816.89
Eleven C Employee 156 No Street Anytown, None 59932 666-55-4444 /		9/30/2000	FALSE	FALSE	FALSE	Male	Black	Foreperson	S-3	0	8	8	8	0	0	0	24	\$ 11.50/\$7.25	\$ 450.00	\$ 126.00	\$ 15.31	\$ 65.47	\$ 32.37	\$ -	\$ 262.15	2
Nine A Employee 123 that street notown, None 999-88-7777 /		9/30/2000	FALSE	FALSE	FALSE	Male	Hispanic	Laborer-Apprentice 80%	S-0	0	8	8	0	0	0	0	16	\$ 15.00	\$ 240.00	\$ 128.00	\$ 12.99	\$ 55.54	\$ 27.56	\$ -	\$ 247.09	3
Ten B Employee 133 this street anytown, None 888-77-6666 /		9/30/2000	FALSE	FALSE	FALSE	Male	Asian	Laborer-Apprentice 50%	M-4	0	8	8	6	0	0	0	22	\$ 9.38	\$ 206.36	\$ 102.00	\$ 9.30	\$ 39.78	\$ 19.80	\$ -	\$ 189.28	4
Twelve D Employee 166 Any Street Anytown, None 333-22-1111 /		9/30/2000	TRUE	FALSE	FALSE	Male	White	Foreperson	0	0	8	8	8	0	0	0	24	\$ 11.50/\$7.25	\$ 450.00	\$ 18.00	\$ 6.63	\$ 28.36	\$ 14.07	\$ -	\$ 78.56	5
																		\$ -	\$ 13.80	\$ 59.03	\$ -	\$ -	\$ 23.00	\$ 95.83	6	
1. Date of Hire		Total Hours Combined This Page:										110	All Pages	110	OTHER DEDUCTIONS KEY CODING:						#1 Child Support					
2. Identified Section 3 Resident		Total Hours Combined Chicago Resident:										0	All Pages	0							#2 Union Dues					
3. Affidavit for Section 3 New Hires		Total Hours (Combined) Non-Resident:										110		110							#3 Medical					
4. Address Documentation Attached																					#4 Garnishments					
5. Gender																										
6. Ethnic Group																										

Standard Operating Procedures
Billing/ Audit for J.E. Manzi & Associates CDA

Current Process:

There are systems and processes in place to prevent professional services double billing from legal vendors working with both the Chicago Department of Law (DOL) and the Chicago Department of Aviation (CDA). The FMS payment system records invoices by vendor, service period and unique invoice number. The Legal Precisions system controlled by DOL also tracks invoices by vendor the same way and includes detailed hours worked. CDA Finance reviews DOL invoices in Legal Precisions and submits to CDA Audit to crosscheck for duplication in the systems and to verify actual hardcopy documentation (timesheets, reports, logs, receipts, etc.). The final duplication check occurs as CDA Finance creates the payment receipt in the City's FMPS. The internal systems and review processes at the CDA creates reasonable assurances that services are received and that duplicate billings are not processed for payment.

(See the selected excerpts below regarding the documentation requirements for payment sent earlier starting on page 12 of the attached PDF.)

Documentation:

Invoices must be supported by such documentation as required by the Commissioner(or assigned representative). Consultant will make available such documents as required by the CDA or its designated auditors including, detailed monthly statements and/or itemized receipts. In accordance with the terms of the Agreement, Consultant must maintain documentation of all expenses incurred. A copy of the City of Chicago Blanket Release must accompany each invoice.

Labor Documentation:

The monthly invoice must contain a billing and an accounting of all hours and costs the Consultant and its Sub-consultants expended during the one month period reflected in the invoice. Timesheets are required to be submitted with invoices, each Consultant and/or Sub-consultant must retain timesheets for those employees assigned to this project. Copies of timesheets must be made available to the City, upon request. Each invoice must contain timesheets, which have been approved and signed by an authorized representative of the company.

Selected Audit Checklist Items:

- Review contract or task order and Release.*
- Review PM approvals/signatures for work provided and service period.*
- Ensure and certify that costs were billed, approved and paid once.*
- Review detailed labor reports and timesheets and compare to actual invoice.*

___ *Validate invoiced personnel hours, rates, multipliers and expenses against controlling contract documents.*

J.E. Manzi & Associates (JEMA), Inc. will be performing project management/consulting services for the CDA on the ATS Project. Currently, JEMA has been retained by the DOL as a consultant to review/perform a forensics audit of issues which have led to a current delay in the ATS Project. In order to insure that billing is not submitted for crossover work for both CDA and DOL, the current procedures in place are to be followed:

1. All invoices submitted to CDA will be specifically marked as "CDA" along with a brief description of work performed on invoices;
2. All invoices submitted to DOL will be specifically marked as "DOL" along with a brief description of work performed on invoices;
3. All invoices, CDA and DOL will be submitted for review to the CDA Audit Team (CDA Finance). Auditors will take "audit exceptions" to any inconsistencies identified as to scope and cost.
 - a. Audit Exceptions will have to be cleared prior to the invoice moving forward.
4. After the initial audit review, CDA legal will review invoices and scope of work provided.
5. Approved DOL invoices, will be sent to DOL for their review and processing.
6. CDA approved invoices will be submitted internally for payment.

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

Chicago Department of Aviation

J.E. Manzi & Associates for

Design and Construction Expert Consulting Services

Automated Transit System Extension & Modernization Project

A. INSURANCE REQUIRED

Consultant must provide and maintain at Consultant's own expense, during the term of the Agreement and during the time period following expiration if Consultant is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

1) Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services, or operations under this Agreement and Employers Liability coverage with limits of not less than \$2,000,000 each accident; \$2,000,000 disease-policy limit; and \$2,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include, but not be limited to, the following: other state endorsement, voluntary compensation and alternate employer, when applicable.

Consultant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include, but not limited to, the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Consultant's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Consultant's acts or omissions, whether such liability is attributable to the Consultant or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Consultant's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Consultant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Consultant with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and

property damage. The City is to be added as an additional insureds on a primary, non-contributory basis.

Consultant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$8,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Consultant may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Professional Liability

When any professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$15,000,000. Coverage must include, but not limited to technology errors and omissions and environmental site assessments, testing, mitigation or any other environmental services. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

B. Additional Requirements

Evidence of Insurance. Consultant must furnish the City, Chicago Department of Aviation, 10510 W. Zemke Rd, Chicago, IL 60666, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Consultant, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Consultant must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Consultant for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Consultant to comply with required coverage and terms and conditions outlined herein will not limit Consultant's liability or responsibility nor does it relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided,

or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Consultant must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant.

Waiver of Subrogation. Consultant hereby waives its rights and its insurer(s)' rights of subrogation and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Consultant's insurer(s).

Consultants Insurance Primary. All insurance required of Consultant under this Agreement must be endorsed to state that Consultant's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Consultant's Liabilities. The coverages and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Consultant under this Agreement.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Insurance and Limits Maintained. If Consultant maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and must be entitled the higher limits and/or broader coverage maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to the City.

Joint Venture or Limited Liability Company. If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Consultant. If Consultant desires additional coverages, the Consultant will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Consultant must name the Subcontractor(s) as a named insured(s) under Consultant's insurance or Consultant will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor but be no less than \$5,000,000 per occurrence for access to airside and \$2,000,000 per occurrence for access to landside for Commercial General Liability and Auto Liability and \$5,000,000 for Professional Liability. Consultant must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Consultant is responsible for ensuring that each Subcontractor has named the City as an additional insured where required

on an additional insured endorsement form acceptable to the City. Consultant is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Consultant must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Consultant's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

CURRICULUM VITAE – 2018

JOSEPH E. MANZI, P.E.

POSITION: Managing Principal

EDUCATION: B.S., Engineering, Polytechnic Institute of Brooklyn, 1967.
M.S., Structural Engineering, New York University, 1969.
Registered Professional Engineer.

EXPERIENCE: J.E. Manzi & Associates, Inc. Principal and founder of construction firm specializing in the area of construction/project program management, construction disputes, project cost overruns, damage analysis, loss of labor productivity, cause/effect schedule and delay assessment and review of A/E and CM performance. Additionally, the firm also specialize in program management/owner oversight and schedule management, including such major capital improvement projects as Soldier Field, Millennium Park, the reconstruction of Wacker Drive, the Chicago Skyway, the O'Hare F.A.C.E./Canopy Project and the reconstruction of the Chicago Transit Authority's Dan Ryan Red Line.

Specific construction claim projects include the review and analysis of claims, contract arbitration and litigation and utility prudency investigations in excess of \$20 billion including several fossil and nuclear electric generating stations (200 MW – 1,150 MW), pipeline/utility projects, light rail transit systems, correctional detention centers, post offices, sports venues, major airport terminals and civil roadway/bridge projects, hospital facilities and numerous commercial/industrial structures. Nature of work has included analysis of numerous engineering problem areas encompassing electrical, mechanical and civil/structural.

J.E. Manzi & Associates, Inc.

Have qualified and testified as an expert witness (arbitration and litigation) in various construction disputes, in particular on general construction and construction management practices, computation of damages, and construction scheduling and delay analysis. (1985 to Present)

Kellogg Corporation, Littleton, Colorado. Manager of Contract Disputes Services Group. Direct responsibility for the analysis of over \$4 billion of construction claims on projects valued in excess of \$35 billion. Responsible for overall coordination of corporate contract disputes efforts, coordination of disputes resolution methodologies, procedures and policies. Duties included overview of project scope of work and work product review. (1982 to 1985)

Senior Manager charged with duty for overall project management covering claim preparation, claim review and litigation management, all of which include entitlement analysis, estimating, schedule and financial damages development. (1979 to 1982)

Department of Environmental Protection, New York, New York. Engineering Manager for construction litigation on major heavy underground and tunnel facility – dispute exceeded \$550 million. In conjunction with counsel, supervised all engineering functions for litigation, including performing special studies and document and deposition discovery. (1976 to 1979)

Contract Administrator, New York City. Responsible for change order process/negotiation, engineering estimates, schedule analyses, bid evaluation and contract modifications: City Tunnel Number 3, a 14 mile hard rock tunnel project valued at \$233 million. (1971 to 1975)

Sperry Systems Management Corporation. Performed engineering stress analysis of aircraft components. (1969 to 1970)

Sikorsky Aircraft Company. Performed engineering stress analysis of aircraft components. (1967 to 1969)

**PROFESSIONAL
CERTIFICATIONS
AND SOCIETIES:**

Registered Professional Engineer, New York, New Jersey, Colorado, Kentucky and Illinois.

Member of National Society of Professional Engineers, Professional Engineers of Colorado, American Consulting Engineers Council, The Construction Specification Institute and Defense Research Institute.

Certified Construction and Home Inspector.

Elected Fellow in the American Society of Civil Engineers.

Registrant, American Bar Association (Construction Litigation Committee) Register of Expert Witnesses.

Registrant, Defense Research Institute Register of Expert Witnesses.

**CIVIC/CHARITABLE
ASSOCIATIONS:**

Board of Directors, Cystic Fibrosis Foundation, Northern Illinois Chapter.

**SEMINAR MANUALS,
PERIODICALS AND
JOURNALS:**

Author of over 50 articles and frequent lecturer at industry seminars, continuing education at the Chicago Bar Association and past guest lecturer at the John Marshall Law School.

**EXPERT WITNESS
EXPERIENCE:**

Have testified as an expert in over 55 trials and arbitrations.

J.E. MANZI & ASSOCIATES, INC.

Schedule of Fees Effective January 1, 2018

<u>Titles</u>	<u>Hourly Rate</u>
Principal	\$275.00

Expenses: Air, rail and public transportation expenses will be billed at cost.

Automobile mileage will be billed at the current IRS rate.

Direct expenses such as parking will be billed at cost.

Meals and lodging expenses will be billed at cost.